

No. _____

IN THE
SUPREME COURT OF THE UNITED STATES

In re TODD BRITTON-HARR,
Petitioner.

**APPENDIX TO
PETITION FOR AN EXTRAORDINARY
WRIT OF HABEAS CORPUS**

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IN THE UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT

No. 18-11013-D

IN RE: TODD BRITTON-HARR,

Petitioner.

Application for Leave to File a Second or Successive
Motion to Vacate, Set Aside,
or Correct Sentence, 28 U.S.C. § 2255(h)

Before: WILSON, MARTIN and ROSENBAUM, Circuit Judges.

BY THE COURT:

Pursuant to 28 U.S.C. §§ 2255(h) and 2244(b)(3)(A), Todd Britton-Harr has filed an application seeking an order authorizing the district court to consider a second or successive motion to vacate, set aside, or correct his federal sentence, 28 U.S.C. § 2255. Such authorization may be granted only if this Court certifies that the second or successive motion contains a claim involving:

(1) newly discovered evidence that, if proven and viewed in light of the evidence as a whole, would be sufficient to establish by clear and convincing evidence that no reasonable factfinder would have found the movant guilty of the offense; or

(2) a new rule of constitutional law, made retroactive to cases on collateral review by the Supreme Court, that was previously unavailable.

28 U.S.C. § 2255(h). “The court of appeals may authorize the filing of a second or successive application only if it determines that the application makes a prima facie showing that the

application satisfies the requirements of this subsection.” *Id.* § 2244(b)(3)(C); *see also* *Jordan v. Sec’y, Dep’t of Corrs.*, 485 F.3d 1351, 1357-58 (11th Cir. 2007) (explaining that this Court’s determination that an applicant has made a *prima facie* showing that the statutory criteria have been met is simply a threshold determination).

In his instant *pro se* application, Britton-Harr indicates that he wishes to raise one claim based on newly discovered evidence. He alleges that the government had presented evidence at his criminal trial that he, acting as the real estate agent and power of attorney for his stepmother, Karyn J. Britton, made a false statement on Karyn’s loan application for a condominium unit. He states that he presented a defense at trial that Karyn was solely responsible for the false information made to Wells Fargo bank and that all of the documents he had signed were correct. He alleges that, when he was released from prison in February 2017, he began investigating his case and discovered that during Karyn’s trial, her loan application was presented as evidence and was allegedly signed by Wells Fargo employee Gary Owens. Owens had not testified at his trial.

Britton-Harr asserts that he contacted Owens and showed him the application in order to obtain an affidavit from Owens. Britton-Harr states that, upon contacting him, Owens stated that the signature on the loan application was not his own and had been forged. Britton-Harr asserts that he was unable to contact Owens while in prison and had never communicated with him prior to trial, despite the government’s assertion otherwise. He argues that Owens’s statement that the loan application had been forged was newly discovered evidence, because the government had relied upon a false document in order to obtain the conviction. He asserts that he is entitled to a new trial because the evidence was discovered after trial in October 2017, he exercised due

diligence in finding it, the evidence was not cumulative or impeaching, the evidence is material, and the evidence would produce a different outcome at trial.

Britton-Harr attaches the following documents to his application: (1) text messages between himself and Owens, which indicated that Britton-Harr had asked Owens to sign an affidavit and Owens responded that “[t]he application does not have my signature on it. I have to ask my attorney”; (2) two loan applications, one that appears to have been signed by Owens but not by the borrower and is dated July 25, 2006, and one that indicates that Britton-Harr signed it on behalf of Karyn as the borrower and is dated August 14, 2006, but has Owens’s name typed with no signature; and (3) a credit report prepared for Wells Fargo.

Here, Britton-Harr has not made a *prima facie* showing that his claim meets the statutory criteria. See 28 U.S.C. § 2255(h). Britton-Harr has not adequately explained how the forged loan application would demonstrate his factual innocence of making a false statement, aside from his conclusory statement. See *In re Boshears*, 110 F.3d 1538, 1541-43 (11th Cir. 1997) (holding that an applicant must explain how the new evidence would demonstrate his factual innocence); 28 U.S.C. § 2255(h)(1). Initially, it is unclear that Owens actually alleged that his signature was forged in his text message exchange with Britton-Harr, as he stated that his signature was not on the application, not that his signature was false. It is possible that Britton-Harr sent Owens the application without Owens’s signature on it, instead of the one with it. Nonetheless, even if Owens was referring to his signature being forged, Britton-Harr does not explain how Owens’s alleged forged signature negates the jury’s finding that he made a false statement on Karyn’s loan application, as he does not allege that the entire loan application was forged or that his signature on behalf of Karyn was forged. See *Boshears*, 110 F.3d at 1541-43. Instead, it merely calls into

question the integrity of the document without otherwise negating the jury's finding that Britton-Harr made a false statement. *See id.*; 28 U.S.C. § 2255(h)(1).

Accordingly, because Britton-Harr has failed to make a *prima facie* showing of the existence of either of the grounds set forth in 28 U.S.C. § 2255, his application for leave to file a second or successive motion is hereby DENIED.

New iMessage

Cancel

To: Gary Owens,



Fri, Oct 6, 9:40 AM

Were you able to review the affidavit?

If you are fine with it can you send it to the following address:

Todd Britton-Harr

410 Rowe Blvd

Suite 100

Annapolis, MD 21401

Thank you

New iMessage

Cancel

To: Gary Owens

Can you just attest to the paperwork? I only know that the application is checked phone interviews and I never spoke to you. The loan being no doc means that the application was automatically filled from the credit report. That is all I need you to say. Can you do that?

The application does not have my signature on it. I have to ask my attorney.

Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower," as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when the income or assets of a person other than the Borrower (including the Borrower's spouse) will be used as a basis for loan qualification or the income or assets of the Borrower's spouse or other person who has community property rights pursuant to state law will not be used as a basis for loan qualification, but his or her liabilities must be considered because the spouse or other person has community property rights pursuant to applicable law and Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below):

Borrower

Co-Borrower

I. TYPE OF MORTGAGE AND TERMS OF LOAN

| | | | |
|-----------------------|--|--------------------|---|
| Mortgage Applied for: | <input type="checkbox"/> VA <input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Other (explain): | Agency Case Number | Lender Case Number |
| | <input type="checkbox"/> FHA <input type="checkbox"/> USDA/Rural Housing Service | | 0067731224 |
| Amount | Interest Rate | No. of Months | Amortization Type |
| \$ 308,750.00 | 8.125 % | 360 | <input checked="" type="checkbox"/> Fixed Rate <input type="checkbox"/> ARM (type): |
| | | | <input type="checkbox"/> GPM <input type="checkbox"/> ARM (type): |

II. PROPERTY INFORMATION AND PURPOSE OF LOAN

| | | | |
|--|--|--|--|
| Subject Property Address (street, city, state & ZIP) | | | No. of Units |
| 13558 PERDIDO KEY, UNIT A-190, WENSAHOLA, FL 32507 | | | 1 |
| Legal Description of Subject Property (attach description if necessary) | | | Year Built |
| SEE DEED | | | |
| Purpose of Loan | <input checked="" type="checkbox"/> Purchase <input type="checkbox"/> Construction <input type="checkbox"/> Other (explain): | Property will be: | |
| | <input type="checkbox"/> Refinance <input type="checkbox"/> Construction-Permanent | <input checked="" type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input type="checkbox"/> Investment | |
| Complete this line if construction or construction-permanent loan. | | | |
| Year Lot Acquired | Original Cost | Amount Existing Liens | (a) Present Value of Lot (b) Cost of Improvements Total (a + b) |
| | \$ | \$ | \$ |
| Complete this line if this is a refinance loan. | | | |
| Year Acquired | Original Cost | Amount Existing Liens | Purpose of Refinance Describe improvements <input type="checkbox"/> made <input type="checkbox"/> to be made |
| | \$ | \$ | Cost \$ |
| Title will be held in what Name(s) | | Manner in which Title will be held | Estate will be held in: |
| KARON J BRITTON, STEPHEN F BRITTON | | TENANTS IN COMMON | <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (show expiration date) |
| Source of Down Payment, Settlement Charges, and/or Subordinate Financing (explain) | | | |
| CHECKING SAVINGS | | | |

III. BORROWER INFORMATION

| Borrower | | | | Co-Borrower | | | |
|--|---|---|-------------|---|--|--|-------------|
| Borrower's Name (include Jr. or Sr. if applicable) | | | | Co-Borrower's Name (include Jr. or Sr. if applicable) | | | |
| KARON J BRITTON | | | | | | | |
| Social Security Number | Home Phone (incl. area code) | DOB (mm/dd/yyyy) | Yrs. School | Social Security Number | Home Phone (incl. area code) | DOB (mm/dd/yyyy) | Yrs. School |
| 941-720-4943 | | 06/15/1967 | 18 | | | | |
| <input checked="" type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed) | <input type="checkbox"/> Separated | Dependents (not listed by Co-Borrower) no. ages | | <input type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed) | <input type="checkbox"/> Separated | Dependents (not listed by Borrower) no. ages | |
| Present Address (street, city, state, ZIP) | <input checked="" type="checkbox"/> Own <input type="checkbox"/> Rent | 5 No. Yrs. | | Present Address (street, city, state, ZIP) | <input type="checkbox"/> Own <input type="checkbox"/> Rent | No. Yrs. | |
| 5709 36TH ST WEST | | | | | | | |
| BRANDON, FL 34210 | | | | | | | |
| Mailing Address, if different from Present Address | | | | Mailing Address, if different from Present Address | | | |
| | | | | | | | |

If residing at present address for less than two years, complete the following:

| | | | | | |
|---|--|----------|---|--|----------|
| Former Address (street, city, state, ZIP) | <input type="checkbox"/> Own <input type="checkbox"/> Rent | No. Yrs. | Former Address (street, city, state, ZIP) | <input type="checkbox"/> Own <input type="checkbox"/> Rent | No. Yrs. |
| | | | | | |

IV. EMPLOYMENT INFORMATION

| Borrower | | | | Co-Borrower | | | |
|---|--|--|-------------------|---------------------------------|--|--|-------------------|
| Name & Address of Employer | | <input type="checkbox"/> Self Employed | Yrs. on this job | Name & Address of Employer | | <input type="checkbox"/> Self Employed | Yrs. on this job |
| | | | | | | | |
| Position/Title/Type of Business | | Business Phone (incl. area code) | | Position/Title/Type of Business | | Business Phone (incl. area code) | |
| | | | | | | | |
| If employed in current position for less than two years or if currently employed in more than one position, complete the following: | | | | | | | |
| Name & Address of Employer | | <input type="checkbox"/> Self Employed | Dates (from - to) | Name & Address of Employer | | <input type="checkbox"/> Self Employed | Dates (from - to) |
| | | | | | | | |
| Position/Title/Type of Business | | Business Phone (incl. area code) | Monthly Income | Position/Title/Type of Business | | Business Phone (incl. area code) | Monthly Income |
| | | | \$ | | | | \$ |
| Name & Address of Employer | | <input type="checkbox"/> Self Employed | Dates (from - to) | Name & Address of Employer | | <input type="checkbox"/> Self Employed | Dates (from - to) |
| | | | | | | | |
| Position/Title/Type of Business | | Business Phone (incl. area code) | Monthly Income | Position/Title/Type of Business | | Business Phone (incl. area code) | Monthly Income |
| | | | \$ | | | | \$ |

01401

| V. MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION | | | | | | |
|--|----------------|-------------|----------------|-----------------------------------|--------------------|--------------------|
| Gross Monthly Income | Borrower | Co-Borrower | Total | Combined Monthly Housing Expenses | Present | Proposed |
| Base Empl. Income* | \$ 0.00 | \$ | \$ 0.00 | Rent | \$ 0.00 | |
| Overtime | 0.00 | | 0.00 | First Mortgage (P&I) | 1,575.00 | 2,292.46 |
| Bonuses | 0.00 | | 0.00 | Other Financing (P&I) | 0.00 | 0.00 |
| Commissions | 0.00 | | 0.00 | Hazard Insurance | 0.00 | 0.00 |
| Dividends/Interest | 0.00 | | 0.00 | Real Estate Taxes | 0.00 | 100.00 |
| Net Rental Income | 0.00 | | 0.00 | Mortgage Insurance | 0.00 | 236.71 |
| Other (before computing, see the notice in "describe other income," below) | 0.00 | | 0.00 | Homeowner Assn. Dues | 0.00 | 229.51 194.00 |
| | | | | Other: | 0.00 | 0.00 |
| Total | \$ 0.00 | \$ | \$ 0.00 | Total | \$ 1,575.00 | \$ 2,823.17 |

* Self-Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

Describe Other Income: *None*. Alimony, child support, or separate maintenance income need not be revealed if the Borrower (B) or Co-Borrower (C) does not choose to have it considered for repaying this loan.

| B/C | Monthly Amount |
|-----|----------------|
| | \$ |
| | |

VI. ASSETS AND LIABILITIES

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-Borrowers if their assets and liabilities are sufficiently joined so that this Statement can be meaningfully and fairly presented on a combined basis; otherwise, separate Statements and Schedules are required. If this Co-Borrower section was completed about a non-applicant spouse or other person, this Statement and supporting schedules must be completed about that spouse or other person also.

| ASSETS | | Cash or Market Value | LIABILITIES | |
|---|----------------------|----------------------|--|--------------------------------------|
| Description | | | Name and address of Company | Monthly Payment & Months Left to Pay |
| | | | | Unpaid Balance |
| Cash deposit toward purchase held by: | \$ | | | |
| List checking and savings accounts below | | | ARM ARRO MORTGAGE GROUP | <1,416.00> 140 |
| Name and address of Bank, S&L, or Credit Union | | | 3300ES0167862 | |
| Acct. no. | \$ | | MORTGAGE II | <1,575.00> 142 |
| Name and address of Bank, S&L, or Credit Union | | | 713126440 | |
| Acct. no. | \$ | | MACYS/FDSB | 7.00 35 |
| Name and address of Bank, S&L, or Credit Union | | | 4766498137420 | |
| Acct. no. | \$ | | CAPITAL 1 BK | 79.00 34 |
| Name and address of Bank, S&L, or Credit Union | | | 32511516595 | |
| Acct. no. | \$ | | WASH MUTUAL/PROVIDIAN | 366.00 29 |
| Stocks & Bonds (Company name/number & description) | \$ | | 4772848857 | |
| Life Insurance (not cash value) | \$ | | CITI | 139.00 60 |
| From amount \$ | | | | |
| Subtotal Liquid Assets | \$ 0.00 | | | |
| Real estate owned (enter market value from schedule of real estate owned) | \$ 600,000.00 | | 523416071817 | |
| Vested interest in retirement fund | \$ 0.00 | | | |
| Net worth of business(es) owned (attach financial statement) | \$ 0.00 | | LASALLE NT BK | 0.00 |
| Automobiles owned (make and year) | \$ | | 126597301627019 | |
| Other Assets (itemize) | \$ | | Alimony/Child Support/Separate Maintenance Payments Owed (d) | |
| | | | Job-Related Expense (child care, union dues, etc.) | |
| | | | Total Monthly Payments | \$ 591.00 |
| Total Assets a. | \$ 600,000.00 | | Net Worth (b minus c) | \$ 381,282.00 |
| | | | Total Liabilities b. | \$ 216,718.00 |

01402

0067731224

01403

| Property Address (enter S if sold, PS if pending sale or R if rental being held for income) | Type of Property | Percent Market Value | Amount of Mortgages & Liens | Gross Rental Income | Mortgage Payments | Insurance, Maintenance, Taxes & Misc. | Net Rental Income |
|---|------------------|----------------------|-----------------------------|---------------------|-------------------|---------------------------------------|-------------------|
| 5709 36TH ST WEST BRANDYTON, FL 34210 | R SF | \$ 300,000.00 | \$ 196,878.00 | \$ 0.00 | \$ 1,416.00 | \$ 0.00 | \$ 0.00 |
| 13555 PIEDADO KEY, UNIT A-7U BENASCOLA, FL 32507 | PS TH | 300,000.00 | 223,609.00 | 0.00 | 1,575.00 | 0.00 | 0.00 |
| | | | | | | | |
| | Totals | \$ 600,000.00 | \$ 420,487.00 | \$ 0.00 | \$ 2,991.00 | \$ 0.00 | \$ 0.00 |

VIII. DECLARATIONS

IX. ACKNOWLEDGEMENT AND AGREEMENT

Acknowledgements. Each of the undersigned hereby acknowledges that any owner of the Loan, its servicers, successors and assigns, may verify or reverify any information contained in this application or obtain any information or data relating to the Loan, for any legitimate business purpose through any source, including a source named in this application or a consumer reporting agency.

X. INFORMATION FOR GOVERNMENT MONITORING PURPOSES

| | | | | | | | |
|-------------------|--|---|--|--------------------|--|---|--|
| BORROWER | | <input type="checkbox"/> I do not wish to furnish this information. | | CO-BORROWER | | <input type="checkbox"/> I do not wish to furnish this information. | |
| Ethnicity: | <input type="checkbox"/> Hispanic or Latino | <input checked="" type="checkbox"/> Not Hispanic or Latino | | Ethnicity: | <input type="checkbox"/> Hispanic or Latino | <input type="checkbox"/> Not Hispanic or Latino | |
| Race: | <input type="checkbox"/> American Indian or Alaska Native | <input type="checkbox"/> Asian | <input type="checkbox"/> Black or African American | Race: | <input type="checkbox"/> American Indian or Alaska Native | <input type="checkbox"/> Asian | <input type="checkbox"/> Black or African American |
| | <input type="checkbox"/> Native Hawaiian or Other Pacific Islander | <input checked="" type="checkbox"/> White | | | <input type="checkbox"/> Native Hawaiian or Other Pacific Islander | <input type="checkbox"/> White | |
| Sex: | <input checked="" type="checkbox"/> Female | <input type="checkbox"/> Male | | Sex: | <input type="checkbox"/> Female | <input type="checkbox"/> Male | |

VR-21N @5075

CONTINUATION SHEET/RESIDENTIAL LOAN APPLICATION

Use this continuation sheet if you need more space to complete this Residential Loan Application. Mark B for Borrower or C for Co-Borrower.

| | |
|---------------|---------------------|
| Borrower: | Agency Case Number: |
| KARON J BROWN | |
| Co-Borrower: | Lender Case Number: |
| | 0067731224 |

20-30 Yr Fixed

VI. Liabilities (Cont.)

Liability # 3

Organization Name
Address

: LAMAR NATIONAL W A

Account Number : 12650730162

Monthly payments / Months left to pay : <\$20.00> / < 12>

Unpaid Balance : \$137.00

01404

California applicants: Under California Civil Code 1812.30(f), credit applications for the obtaining of money, goods, labor, or services shall clearly specify that the applicant, if married, may apply for a separate account.

I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

| | | | |
|-----------------------|------|--------------------------|------|
| Borrower's Signature: | Date | Co-Borrower's Signature: | Date |
| X | | X | |

Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower," as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when ☐ the income or assets of a person other than the Borrower (including the Borrower's spouse) will be used as a basis for loan qualification or ☐ the income or assets of the Borrower's spouse or other person who has community property rights pursuant to state law will not be used as a basis for loan qualification, but his or her liabilities must be considered because the spouse or other person has community property rights pursuant to applicable law and Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below):

Karyn J Britton by Todd R2
Borrower

01330

Co-Borrower

| | | | |
|--|--|--------------------|--------------------|
| Mortgage Applied for: <input type="checkbox"/> VA <input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Other (explain): | | Agency Case Number | Lender Case Number |
| <input type="checkbox"/> FHA <input type="checkbox"/> USDA/Rural Housing Service | | | 0067731224 |

| | | | |
|---------------|---------------|---------------|---|
| Amount | Interest Rate | No. of Months | Amortization Type: <input checked="" type="checkbox"/> Fixed Rate <input type="checkbox"/> Other (explain): |
| \$ 308,750.00 | 8.125 % | 360 | ARM (type): ALT A PRIME 30 YEAR FIXED |

II. PROPERTY INFORMATION AND PURPOSE OF LOAN

| | |
|--|--------------|
| Subject Property Address (street, city, state & ZIP) | No. of Units |
| 13555 PERDIDO KEY DR A-19U, PENSACOLA, FL 32507 | 1 |

| | |
|---|------------|
| Legal Description of Subject Property (attach description if necessary) | Year Built |
| UNIT A-19U,, | 2001 |

| | |
|---|--|
| Purpose of Loan: <input checked="" type="checkbox"/> Purchase <input type="checkbox"/> Construction <input type="checkbox"/> Other (explain): | Property will be: <input checked="" type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input type="checkbox"/> Investment |
| <input type="checkbox"/> Refinance <input type="checkbox"/> Construction-Permanent | |

Complete this line if construction or construction-permanent loan.

| | | | | | |
|-------------------|---------------|-----------------------|--------------------------|--------------------------|---------------|
| Year Lot Acquired | Original Cost | Amount Existing Liens | (a) Present Value of Lot | (b) Cost of Improvements | Total (a + b) |
| | \$ | \$ | \$ | \$ | \$ |

Complete this line if this is a refinance loan.

| | | | | |
|---------------|---------------|-----------------------|----------------------|--|
| Year Acquired | Original Cost | Amount Existing Liens | Purpose of Refinance | Describe Improvements: <input type="checkbox"/> made <input type="checkbox"/> to be made |
| | \$ | \$ | | Cost: \$ |

| | | |
|---|---|--|
| Title will be held in what Name(s) KARYN J BRITTON,,, | Manner in which Title will be held TENANTS IN COMMON | Estate will be held in: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (show expiration date) |
|---|---|--|

Source of Down Payment, Settlement Charges, and/or Subordinate Financing (explain)

CHECKING SAVINGS

III. BORROWER INFORMATION

Borrower's Name (include Jr. or Sr. if applicable) KARYN J BRITTON

Co-Borrower's Name (include Jr. or Sr. if applicable)

Social Security Number Home Phone (incl. area code) DOB (mm/dd/yyyy) Yrs. School

| | | | |
|--|---|---|--|
| <input checked="" type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed) | Dependents (not listed by Co-Borrower) ages | <input type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed) | Dependents (not listed by Borrower) ages |
| <input type="checkbox"/> Separated | 00 | <input type="checkbox"/> Separated | |

Present Address (street, city, state, ZIP) ☒ Own ☐ Rent 05/00 No. Yrs.Present Address (street, city, state, ZIP) ☐ Own ☐ Rent No. Yrs.

5709 36TH ST WEST

BRADONTON, FL 34210

Mailing Address, if different from Present Address

Mailing Address, if different from Present Address

If residing at present address for less than two years, complete the following:

Former Address (street, city, state, ZIP) ☐ Own ☐ Rent No. Yrs.Former Address (street, city, state, ZIP) ☐ Own ☐ Rent No. Yrs.

IV. EMPLOYMENT INFORMATION

Name & Address of Employer ☐ Self Employed Yrs. on this jobName & Address of Employer ☐ Self Employed Yrs. on this job

Yrs. employed in this line of work/profession

Yrs. employed in this line of work/profession

Position/Title/Type of Business Business Phone (incl. area code)

Position/Title/Type of Business Business Phone (incl. area code)

If employed in current position for less than two years or if currently employed in more than one position, complete the following:

Name & Address of Employer ☐ Self Employed Dates (from - to)Name & Address of Employer ☐ Self Employed Dates (from - to)

Monthly Income

Monthly Income

\$

\$

Position/Title/Type of Business Business Phone (incl. area code)

Position/Title/Type of Business Business Phone (incl. area code)

Name & Address of Employer ☐ Self Employed Dates (from - to)Name & Address of Employer ☐ Self Employed Dates (from - to)

Monthly Income

Monthly Income

\$

\$

Position/Title/Type of Business Business Phone (incl. area code)

Position/Title/Type of Business Business Phone (incl. area code)

| V. MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION | | | | | | |
|---|-----------|-------------|-----------|----------------------------------|-------------------|-------------------|
| Gross Monthly Income | Borrower | Co-Borrower | Total | Combined Monthly Housing Expense | Present | Proposed |
| Base Empl. Income* | \$ | \$ | \$ | Rent | \$ | |
| Overtime | | | | First Mortgage (P&I) | 1575.00 | 2292.46 |
| Bonuses | | | | Other Financing (P&I) | | |
| Commissions | | | | Hazard Insurance | | |
| Dividends/Interest | | | | Real Estate Taxes | | 32.19 |
| Net Rental Income | | | | Mortgage Insurance | | 236.71 |
| Other (before completing, see the notice in "describe other income," below) | | | | Homeowner Assn. Dues | | 229.57 |
| | | | | Other: | | .00 |
| Total | \$ | \$ | \$ | Total | \$ 1575.00 | \$ 2790.93 |

* Self-Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

Describe Other Income: Notice: Alimony, child support, or separate maintenance income need not be revealed if the Borrower (B) or Co-Borrower (C) does not choose to have it considered for repaying this loan.

| B/C | Monthly Amount |
|-----|----------------|
| | \$ |
| | |

VI. ASSETS AND LIABILITIES

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-Borrowers if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise, separate Statements and Schedules are required. If the Co-Borrower section was completed about a non-applicant spouse or other person, this Statement and supporting schedules must be completed about that spouse or other person also.

Completed ☐ Jointly ☒ Not Jointly

| ASSETS | | Cash or Market Value | LIABILITIES | | Monthly Payment & Months Left to Pay | Unpaid Balance |
|---|--|----------------------|--|--|--------------------------------------|----------------|
| Description | | | Name and address of Company | | \$ Payment/Months | \$ |
| Cash deposit toward purchase held by: | | \$ | *LASALLE NATIONAL N A | | 20/ 7 | 137.00 |
| List checking and savings accounts below | | | 499/28 12650730162 | | | |
| Name and address of Bank, S&L, or Credit Union | | | Name and address of Company | | \$ Payment/Months | \$ |
| Acct. no. | | \$ | MACYS/FDSB | | 7/ 35 | 245.00 |
| Name and address of Bank, S&L, or Credit Union | | | 499/28 4766498137420 | | | |
| Acct. no. | | \$ | Name and address of Company | | \$ Payment/Months | \$ |
| Name and address of Bank, S&L, or Credit Union | | | CAPITAL 1 BK | | 79/ 33 | 2644.00 |
| Acct. no. | | \$ | 499/28 529115186595 | | | |
| Name and address of Bank, S&L, or Credit Union | | | Name and address of Company | | \$ Payment/Months | \$ |
| Acct. no. | | \$ | WASH MUTUAL/PROVIDIAN | | 365/ 29 | 10441.00 |
| Name and address of Bank, S&L, or Credit Union | | | 499/28 4772848857 | | | |
| Acct. no. | | \$ | Name and address of Company | | \$ Payment/Months | \$ |
| Name and address of Bank, S&L, or Credit Union | | | MORTGAGE IT | | SEE ATTACHED | 223472.00 |
| Stocks & Bonds (Company name/number & description) | | \$ | 499/28 713126440 | | | |
| Life insurance net cash value | | \$ | Name and address of Company | | \$ Payment/Months | \$ |
| Face amount: \$ | | | LASALLE NT BK | | SEE ATTACHED | 137.00 |
| Subtotal Liquid Assets | | \$ | 499/28 126507301627019 | | | |
| Real estate owned (enter market value from schedule of real estate owned) | | \$ 600000.00 | Name and address of Company | | \$ Payment/Months | \$ |
| Vested interest in retirement fund | | \$ | | | / | |
| Net worth of business(es) owned (attach financial statement) | | \$ | | | | |
| Automobiles owned (make and year) | | \$ | | | | |
| Other Assets (itemize) | | \$ | Acct. no. | | | |
| | | | Alimony/Child Support/Separate Maintenance Payments Owed to: | | \$ | |
| | | | Job-Related Expense (child care, union dues, etc.) | | \$ | |
| | | | Total Monthly Payments | | \$ 591.00 | |
| Total Assets a. | | \$ 600000.00 | Total Liabilities b. | | \$ 442190.00 | |

01331

VI. ASSETS AND LIABILITIES (CONCH)

Schedule of Real Estate Owned (If additional properties are owned, use continuation sheet.)

| Property Address (enter S if sold, PS if pending sale or R if rental being held for income) | Type of Property | Present Market Value | Amount of Mortgages & Liens | Gross Rental Income | Mortgage Payments | Insurance, Maintenance, Taxes & Misc. | Net Rental Income |
|---|------------------|----------------------|-----------------------------|---------------------|-------------------|---------------------------------------|-------------------|
| 13555 PERSIDO KEY UNIT A- | PS TH | \$ 300000 | \$ 223472 | \$ | \$ 1575 | \$ | \$ |
| 13555 PERSIDO KEY UNIT A- | | | 137 | | 20 | | |
| SEE ATTACHED | | 300000 | 196878 | | 1416 | | |
| Totals | | \$ 600000 | \$ 420487 | \$ | \$ 3011 | \$ | \$ |

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

Alternate Name

Creditor Name

Account Number

VII. DETAILS OF TRANSACTION

| | |
|---|---------------|
| a. Purchase price | \$ 325,000.00 |
| b. Alterations, improvements, repairs | |
| c. Land (if acquired separately) | |
| d. Refinance (incl. debts to be paid off) | |
| e. Estimated prepaid items | 1,474.92 |
| f. Estimated closing costs | 4,119.74 |
| g. PMI, MIP, Funding Fee | |
| h. Discount (if Borrower will pay) | 3,087.50 |
| i. Total costs (add items a through h) | 333,682.16 |
| j. Subordinate financing | |
| k. Borrower's closing costs paid by Seller | |
| l. Other Credits (explain) | |
| m. Loan amount (exclude PMI, MIP, Funding Fee financed) | 308,750.00 |
| n. PMI, MIP, Funding Fee financed | |
| o. Loan amount (add m & n) | 308,750.00 |
| p. Cash from/to Borrower (subtract j, k, l & o from i) | 24932.16 |

VIII. DECLARATIONS

If you answer "Yes" to any questions a through i, please use continuation sheet for explanation.

| | Borrower | | Co-Borrower | |
|---|-------------------------------------|-------------------------------------|--------------------------|--------------------------|
| | Yes | No | Yes | No |
| a. Are there any outstanding judgments against you? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Have you been declared bankrupt within the past 7 years? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Are you a party to a lawsuit? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment? (This would include such loans as home mortgage loans, SBA loans, home improvement loans, educational loans, manufactured (mobile) home loans, any mortgage, financial obligation, bond, or loan guarantee. If "Yes," provide details, including date, name, and address of Lender, FHA or VA case number, if any, and reasons for the action.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| f. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee? If "Yes," give details as described in the preceding question. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| g. Are you obligated to pay alimony, child support, or separate maintenance? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| h. Is any part of the down payment borrowed? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| i. Are you a co-maker or endorser on a note? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| j. Are you a U.S. citizen? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| k. Are you a permanent resident alien? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| l. Do you intend to occupy the property as your primary residence? If "Yes," complete question m below. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| m. Have you had an ownership interest in a property in the last three years? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (1) What type of property did you own - principal residence (PR), second home (SH), or investment property (IP)? | PR | | | |
| (2) How did you hold title to the home - solely by yourself (S), jointly with your spouse (SP), or jointly with another person (JP)? | S | | | |

IX. ACKNOWLEDGEMENT AND AGREEMENT

Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described in this application; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated in this application; (6) the Lender, its servicers, successors or assigns may retain the original and/or an electronic record of this application, whether or not the Loan is approved; (7) the Lender and its agents, brokers, insurers, servicers, successors, and assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (8) in the event that my payments on the Loan become delinquent, the Lender, its servicers, successors or assigns may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property; and (11) my transmission of this application as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

Acknowledgement. Each of the undersigned hereby acknowledges that any owner of the Loan, its servicers, successors and assigns, may verify or reverify any information contained in this application or obtain any information or data relating to the Loan, for any legitimate business purpose through any source, including a source named in this application or a consumer reporting agency.

| | | | |
|-------------------------------|---------|-------------------------|------|
| Borrower's Signature | Date | Co-Borrower's Signature | Date |
| X Karyn S. Branton by Tald B2 | 8/14/06 | X | |

X. INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, this lender is required to note the information on the basis of visual observation and surname if you have made this application in person. If you do not wish to furnish the information, please check the box below. (Lender must review the above material to ensure that the disclosure satisfy all requirements to which the lender is subject under applicable state law for the particular type of loan applied for.)

| | | | |
|-----------------|--|--------------------|---|
| BORROWER | <input type="checkbox"/> I do not wish to furnish this information. | CO-BORROWER | <input type="checkbox"/> I do not wish to furnish this information. |
| Ethnicity: | <input type="checkbox"/> Hispanic or Latino <input checked="" type="checkbox"/> Not Hispanic or Latino | Ethnicity: | <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino |
| Race: | <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input checked="" type="checkbox"/> White | Race: | <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White |
| Sex: | <input checked="" type="checkbox"/> Female <input type="checkbox"/> Male | Sex: | <input type="checkbox"/> Female <input type="checkbox"/> Male |

| | | |
|---|--|--|
| To be Completed by Interviewer: | Interviewer's Name (print or type) | Name and Address of Interviewer's Employer |
| This application was taken by: | GARY OWENS | WELLS FARGO BANK, N.A. |
| <input type="checkbox"/> Face-to-face interview | Interviewer's Signature | 150 ESSJAY ROAD |
| <input type="checkbox"/> Mail | Date | SUITE 201 |
| <input checked="" type="checkbox"/> Telephone | Interviewer's Phone Number (incl. area code) | WILLIAMSVILLE, NY 14221 |
| <input type="checkbox"/> Internet | | |

| CONTINUATION SHEET/RESIDENTIAL LOAN APPLICATION | | |
|--|-----------------|---------------------|
| Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark B for Borrower or C for Co-Borrower. | Borrower: | Agency Case Number: |
| | KARYN J BRITTON | |
| | Co-Borrower: | Lender Case Number: |
| | | 0067731224 |

Former Address History

| <u>B/C</u> | <u>Street / City State Zip</u> | <u>Own/Rent</u> | <u>Years/Months</u> |
|------------|--------------------------------|-----------------|---------------------|
| B | | | |
| C | | | |

Previous Employment

| <u>Employer</u> | <u>City/State</u> | <u>Dates</u> | <u>Monthly Income</u> |
|-------------------------|-------------------|-----------------------|-----------------------|
| <u>Type of Business</u> | | <u>Position/Title</u> | |

Other Income

| <u>B/C</u> | <u>Description</u> | <u>Monthly Amount</u> |
|------------|--------------------|-----------------------|
|------------|--------------------|-----------------------|

| | | |
|---|---|--------|
| B | Subject Property Net Cash Flow (Income) | \$.00 |
|---|---|--------|

* Subtotal*

Installment Other

| <u>Monthly Payment and Months Left to Pay</u> | <u>Unpaid Balance</u> |
|---|-----------------------|
|---|-----------------------|

@ = To Be Paid @ Closing
 * = Not Included in Ratio

| <u>Additional Liabilities</u> | <u>Description</u> | <u>Monthly Amount</u> |
|-------------------------------|---------------------------------------|-----------------------|
| B/C | Net Rental Loss | \$.00 |
| B | Subject Property Net Cash Flow (Loss) | \$.00 |

California applicants: Under California Civil Code 1612.30(j), credit applications for the obtainment of money, goods, labor, or services shall clearly specify that the applicant, if married, may apply for a separate account.

I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

| | | | |
|-----------------------------|---------|--------------------------|------|
| Borrower's Signature: | Date | Co-Borrower's Signature: | Date |
| X Karyn J Britton by Todd R | 8/14/06 | X | |

01333

REF:1-03245-63280-0000 07/21/2006 TID:1-03245-63280 07/21/2006 07:16:38
 Wells Credit - Instant Merge Credit Report Acct: 3369091
 Prepared for: WELLS FARGO BANK NA Notes: AD032968
 Requested: EPX, XPN, TUC - I Delivered: EPX, XPN, TUC
 App: BRITTON, MARY J Sen: 593-26-2965
 Curr Addr: 5709 16TH ST WEST, BRADONTON, FL 34210

01405

WELLS FARGO SUMMARY

| ACCOUNT DISTRIBUTION | | CURRENT STATUS (tradelines) | |
|----------------------|-------|-----------------------------|----------------------------------|
| Account Type | Count | Balance | Payments Curr Cld Unit 30 60 90+ |
| Real Estate | 10 | \$420,487 | \$2,991 3 7 - - - |
| Installment | 5 | \$0 | \$0 - 5 - - - |
| Revolving | 21 | \$21,703 | \$611 9 12 - - - |
| Other | 0 | \$0 | \$0 - - - - - |
| Total | 16 | \$442,190 | \$3,602 12 24 - - - |

| INQUIRIES | | PUBLIC RECORDS | | HISTORICAL DELINQUENCIES (count) | | | | |
|--------------------|------|----------------|-----|----------------------------------|----------|----|----|-----|
| | | | | Account Type | Last Dtg | 30 | 60 | 90+ |
| 3 Month Total | 30 | EPX | N/A | Real Estate | | - | - | - |
| Elim. same day | - 13 | XPN | N/A | Installment | | - | - | - |
| Adjusted Total | 7 | TUC | N/A | Revolving | | - | - | - |
| New Trades (6 mon) | 3 | Last 2yrs N | | Other | | - | - | - |
| Oldest Trd: 11/88 | | On File: 05/88 | | Total | | - | - | - |

Only Applicant/Co-applicant information included in the Summary.

BUREAU SCORE INFORMATION

EPX BEACON 5.0 (APP) = 713 Factor: 00010, 00030, 00014, 00023
 00010 PROPORTION OF BALANCES TO CREDIT LIMITS IS TOO HIGH ON BANK REVOLVING OR OTHER REVOLVING ACCOUNTS
 00030 TIME SINCE MOST RECENT ACCOUNT OPENING IS TOO SHORT
 00014 LENGTH OF TIME ACCOUNTS HAVE BEEN ESTABLISHED
 00023 NUMBER OF BANK OR NATIONAL REVOLVING ACCOUNTS WITH BALANCES
 XPN FICO-II (APP) = 731 Factor: 10, 05, 14, 06
 10 PROPORTION OF BALANCE TO HIGH CREDIT ON BANK REVOLVING OR ALL REVOLVING ACCOUNTS
 05 TOO MANY ACCOUNTS WITH BALANCES
 14 LENGTH OF TIME ACCOUNTS HAVE BEEN ESTABLISHED
 06 TOO MANY CONSUMER FINANCE COMPANY ACCOUNTS
 * Number of Inquiries Adversely Affected the Score
 TUC FICO Classic 98 (APP) = 704 Factor: 010, 005, 012, 014
 010 PROPORTION OF BALANCES TO CREDIT LIMITS IS TOO HIGH ON BANK REVOLVING OR OTHER REVOLVING ACCOUNTS
 005 TOO MANY ACCOUNTS WITH BALANCES
 012 LENGTH OF TIME REVOLVING ACCOUNTS HAVE BEEN ESTABLISHED
 014 LENGTH OF TIME ACCOUNTS HAVE BEEN ESTABLISHED
 * Number of Inquiries Adversely Affected the Score

01406

REF:1-03245-63280-0000 07/21/2006 TID:1-03245-63280 07/21/2006 07:16:38
 Rels Credit - Instant Merge Credit Report Acct: 3369091
 Prepared for: WELLS FARGO BANK NA Notes: AU032968
 Requested: EPX, XPN, TUC - I Delivered: EPX, XPN, TUC
 App: BRITTON, KARYN J San: 593-26-2965
 Curr Addr: 5709 36TH ST WEST, BRADENTON, FL 34210

***** DEROGATORY ITEMS *****

Public Record Information:

No Public Record Information Found

***** END OF DEROGATORY ITEMS *****

| Account Name/Number (Sources) | Open | High | Payment | Balance | MOP | Status | Rptd | 30 | 60 | 90+ | NR | DLq |
|-------------------------------|------|------|---------|---------|-----|--------|------|----|----|-----|----|-----|
|-------------------------------|------|------|---------|---------|-----|--------|------|----|----|-----|----|-----|

Joint Accounts:

1. HSBG/RS/414230759 (TUC-B0235167A)
 J 07-93 3835 0 -0- R-1 CURRENT 10-98 00 00 00 63
 Hist: 10-98 11111111111111111111 LACT 01-96 JNT
 Ctg: UNKNOWN Term: REV

2. HSBG/RS/411459 (XPN-BB2156646)
 S 03-94 5535 N/A N/A R-1 CURRENT 11-97 00 00 00 1
 Hist: 11-97 1 JNT
 Ctg: CHARGE ACCOUNT Term: REV

Accounts under Applicant:

3. MORTGAGE IT/713126440 (EPX-304FNG0017,XPN,TUC)
 I 01-06 222300 1575 223472 M-1 CURRENT 05-06 00 00 00 4
 Hist: 05-06 1111 PYMT 05-06 APP
 Ctg: REAL ESTATE MORTGAGE Term: 360 MON
 REAL ESTATE MORTGAGE
 CONVENTIONAL MORTGAGE

4. ABN AMRO MORTGAGE GROU/3300650167852 (EPX-160BB00821,XPN,TUC)
 I 08-05 200000 1416 196879 M-1 CURRENT 07-06 00 00 00 11
 Hist: 07-06 1111111111 PYMT 07-06 APP
 Ctg: REAL ESTATE MORTGAGE Term: 300 MON
 FREDDIE MAC ACCT
 REAL ESTATE MORTGAGE

5. WASH MUTUAL/PROVIDIAN/477284 (EPX-163BB30271,XPN,TUC)
 I 05-04 10450 366 10441 R-1 CURRENT 06-06 00 00 00 25
 Hist: 06-06 11111111111111111111 PYMT 06-06 APP
 Ctg: CREDIT CARD Term: REV Lmt: 13000
 CREDIT CARD

REP:1-03245-63280-0000 07/21/2006 TXD:1-03245-63280 07/21/2006 07:16:36

Account Name/Number (Source) Part due Last
Open High Payment Balance MOP status Rptd 30 60 90+ MR Bldg

Accounts under Applicant (continued):

13. ABN AMRO MORTGAGE GEDU/3300641015026 (EPX-1688800021,XPN,TUC)

I 10-03 128200 0 CLOSED M-1 CURRENT 08-05 00 00 00 22

Hist: 08-05 11111111111111111111 CLSD APP

Ctgy: REAL ESTATE MORTGAGE

FANNIE MAE ACCT

PAID - CREDIT LINE CLOSED

PAID

CLOSED

14. CAPITAL 1 BK/48629622 (EPX-8508801498,XPN,TUC)

I 05-03 4773 0 CLOSED R-1 CURRENT 05-04 00 00 00 25

Hist: 05-04 11111111111111111111 CLSD 05-04 APP

Term: REV

CLOSED BY CONSUMER

PAID - CREDIT LINE CLOSED

PAID

15. CAPITAL 1 BK/43886414 (EPX-8508801498,XPN,TUC)

I 06-98 2180 0 CLOSED R-1 CURRENT 04-04 00 00 00 71

Hist: 04-04 11111111111111111111 CLSD 04-04 APP

Term: REV

CLOSED BY CONSUMER

PAID - CREDIT LINE CLOSED

PAID

16. CAPITAL 1 BK/41217417 (EPX-8508801498,XPN,TUC)

I 06-00 39 0 CLOSED R-1 CURRENT 08-00 00 00 00 3

Hist: 08-00 111 CLSD 08-00 APP

Term: REV

CLOSED BY CONSUMER

PAID - CREDIT LINE CLOSED

PAID

17. CHASE MANHATTAN MTGE/1533264430 (EPX-9065M05733,XPN,TUC)

I 10-01 83300 0 CLOSED M-1 CURRENT 06-03 00 00 00 20

Hist: 06-03 11111111111111111111 CLSD APP

Ctgy: REAL ESTATE MORTGAGE

FREDDIE MAC ACCT

PAID - CREDIT LINE CLOSED

PAID

CLOSED

--- Page 3 of 10 ---

61408

01409

Accounts under Applicant (continued):

A-19

REP:1-03245-63280-0000 07/21/2006 TIP:1-03245-63280 07/21/2006 07:16:38

| Account Name/Number (Source) | Open | High | Payment | Balance | MOY | Status | Apd | 30 | 60 | 90+ | NR | DLq |
|------------------------------|------|------|---------|---------|-----|--------|-----|----|----|-----|----|-----|
|------------------------------|------|------|---------|---------|-----|--------|-----|----|----|-----|----|-----|

Accounts under Applicant (continued):

24. FIFTH THIRD BANK/1010676702800018 (EFX-6368828167,XPN,TUC)
I 02-03 11125 0 CLOSED X-1 CURRENT 07-04 00 00 00 18
Hist: 07-04 1111111111111111 CLSD 07-04 APP
CLOSED BY CONSUMER
PAID - CREDIT LINE CLOSED
PAID

25. GEMB/JCP/21 (XPN-DC3321860)
I 11-00 557 M/A CLOSED R-1 CURRENT 09-00 00 00 00 84
Hist: 09-00 1----- CLSD 09-00 APP
Ctgy: CHARGE ACCOUNT Term: REV
CLOSED BY CREDITOR
CLOSED

26. HOME COMING FUNDING NR/302830104 (EFX-682FM06438,XPN,TUC)
I 06-04 42600 0 CLOSED M-1 CURRENT 01-05 00 00 00 7
Hist: 01-05 11111111 CLSD APP
Ctgy: REAL ESTATE MORTGAGE
ACCT TRANSFERRED
REAL ESTATE MORTGAGE

27. HSBC NV/54580024 (EPX-1208B09658,XPN,TUC)
I 09-02 8960 0 CLOSED R-1 CURRENT 01-05 00 00 00 28
Hist: 01-05 11111111111111111111 CLSD 01-05 APP
Term: REV Lmt: 2300
CLOSED BY CONSUMER
PAID - CREDIT LINE CLOSED
PAID

28. HSBC/MS/6287833 (EPX-9068R01820,XPN,TUC)
I 04-02 25900 0 CLOSED M-1 CURRENT 06-03 00 00 00 14
Hist: 06-03 1111111111111111 CLSD APP
Ctgy: REAL ESTATE MORTGAGE
CLOSED
REAL ESTATE MORTGAGE
PAID

29. MACYS/POSH/53 (XPN-DC132107)
I 05-89 174 0 CLOSED R-1 CURRENT 03-98 00 00 00 84
Hist: 03-98 111111-1111111111111111 CLSD 10-89 APP
Ctgy: CHARGE ACCOUNT Term: REV Lmt: 600
CLOSED BY CONSUMER
CLOSED

--- Page 5 of 10 ---

01410

01111

Accounts under Applicant (continued):

CLOSED

PAID

CHARGE

CLOSED

CHARGE

Y. A. G. G.

РАУТ

CLOSED

| Account Name/Number (Source) | | | | | | | Paid On | | | | Last |
|------------------------------|------|---------|---------|----|--------|------|---------|----|-----|----|------|
| Open | High | Payment | Balance | MO | Status | Rptd | 30 | 60 | 90+ | MR | Dlg |

36. WORLD CHINESE F/12009257854 (XPN-FA1670160, TUC)

Y 05-96 12473 0 CLOSED I-1 CURRENT 01-98 00 00 00 33

HLBT: 07-90 1X221X1X221X1111111111 CLSD ABF-

CEGV: LEASE

PAYD

CLOSED

1. BRITTON, KARYN J SSN: 593-26-2965 Dob: 08-15-67 (EFX)
2. BRITTON, KARYN J SSN: 593-26-2965 Dob: 08-15-67 (XFN)
3. BRITTON, KARYN J SSN: 593-26-2965 Dob: 08-15-67 (TDC)

1. 07-21-06 RELSCREDIT (TUC-F00728062) (APP)
3. 07-20-06 CBCINNOVIS (EPX-8432B06203) (APP)
3. 07-18-06 CBCINNOVIS (XPN-FR0993840) (APP)
4. 07-18-06 CBCINNOVIS (TUC-Z00285278) (APP)
5. 07-12-06 FDLTYNTL (EPX-1808B07866) (APP)
6. 07-12-06 LSI CREDIT (TUC-Z00002543) (APP)
7. 07-12-06 LSI CREDIT SERVICES (XPN-ZB1988977) (APP)
8. 07-11-06 CBCINNOVIS (EPX-8432B06203) (APP)
9. 07-11-06 CBCINNOVIS (XPN-FR0993840) (APP)
10. 07-11-06 CBCINNOVIS (TUC-Z00285278) (APP)
11. 07-11-06 EPX-RES046 (EPX-444ZB01013) (APP)
12. 07-11-06 EQUIFAX MORTGAGE SERVI (XPN-FR3970786) (APP)
13. 07-11-06 EQUIFAX MFG (TUC-Z00008281) (APP)
14. 06-29-06 FDLTYNTL (EPX-1808B07866) (APP)
15. 06-29-06 LSI CREDIT (TUC-Z00002543) (APP)
16. 06-29-06 LSI CREDIT SERVICES (XPN-ZB1988977) (APP)
17. 06-28-06 EPX-RES046 (EPX-444ZB01013) (APP)
18. 06-28-06 EQUIFAX MORTGAGE SERVI (XPN-FR3970786) (APP)
19. 06-28-06 EQUIFAX MFG (TUC-Z00008281) (APP)
20. 06-02-06 LASALLE BPS (TUC-B000031263) (APP)

1. 5705 36TH
BRADENTON, FL 34210 3552 Rptd 01-04 {XPN} {APP}
2. 5709 36TH W ST
BRADENTON, FL 34210 Rptd 01-04 {EPX} {APP}
3. 5709 36TH
BRADENTON, FL 34210 3552 Rptd 11-03 {XPN} {APP}
4. 5709 W 36TH ST
BRADENTON, FL 34210 Rptd 12-03 {TUC} {APP}
5. 4311 PARK LAKE W
BRADENTON, FL 34208 Rptd 11-99 {EPX} {APP}

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Address Information (continued):

6. 4311 N PARK LAKE TE
BRADENTON, FL 34209 (TUC) (APP)
7. 13555 PERDIDO KEY DR
PENSACOLA, FL 32507 Rptd 05-06 (EPK) (APP)
8. 13555 PERDIDO KEY DR
PENSACOLA, FL 32507 4640 Rptd 05-06 (XPN) (APP)
9. 13555 PERDIDO KEY DR 8A70
PENSACOLA, FL 32506 Rptd 04-06 (TUC) (APP)

AKA Information:

1. BRITON, KARYN J (EPK) (APP)
2. JONES, KARYN J (EPK) (APP)
3. JONES, KARYN J (XPN) (APP)
4. JONES, KARYN, J (TUC) (APP)
5. WIEBOLDT, KARYN J (EPK) (APP)
6. WIEBOLDT, KARYN J (XPN) (APP)
7. WIEBOLDT, KARYN, J (TUC) (APP)

Employment Information:

1. DR TIMOTHY HERRING SARASOTA, FL
DENTAL HYGIENIST Rptd 06-06 (TUC) (APP)
2. DR ZAHKOFF BRADENTON, FL
HYGIENIST (EPK) (APP)
3. GY YATROS DMD
OCCUPATION UNKNOWN Rptd 06-06 (XPN) (APP)
4. GY YATROS DMD
REGISTERED DENTAL HYGEN (EPK) (APP)
5. JILL M MORRIS DM
OCCUPATION UNKNOWN (EPK) (APP)
6. SCOTT MCCLURE DOBRADENTONFL
OCCUPATION UNKNOWN Rptd 06-02 (TUC) (APP)
7. SCOTT MCCLURE DDS BRADENTON BRADENTON
OCCUPATION UNKNOWN Rptd 05-04 (XPN) (APP)

Decode Directory Information:

1. AHN AMRO MORTGAGE GROU (XPN-2880701)
(800)782-8900, 2600 W BIG BEAVER RD, TROY, MI 48064
2. BARCLAYS BANK DELAWARE (XPN-1572590)
(302)888-1400, 100 SOUTH WEST AVE, WILMINGTON, DE 19801
3. CAP ONE BK (XPN-1270246)
BY MAIL ONLY, PO BOX 85520, RICHMOND, VA 23285
4. CBCINNOVIS (XPN-0993840)
BY MAIL ONLY, 875 GREENTREE RD, PITTSBURGH, PA 15220
5. CHASE (XPN-1290138)
(800)356-5555, 100 DUFFY AVE, HICKSVILLE, NY 11801
6. CHASE MANHATTAN RTGE (XPN-2881739)
(800)848-9380, 3415 VISION DR, COLUMBUS, OH 43219

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Decode Directory Information (continued):

7. CHASE/CC (XPN-1339105)
(770)792-4600, 225 CHASTAIN MEADOWS CT, KENNESAW, GA 30144
8. CITY (XPN-1240000)
BY MAIL ONLY, PO BOX 6241, SIOUX FALLS, SD 57117
9. CITIMORTGAGE INC (XPN-2370633)
(800)283-7918, PO BOX 9442, SAITHERSBURG, MD 20898
10. EQUIFAX MORTGAGE SERV (XPN-3970786)
(609)627-5800, 6 CLEMENTON RD E, GIBBSBORO, NJ 08026
11. FIFTH THIRD BANK (XPN-3144930)
(513)579-5208, 5050 KINGSLEY DR N MDLMO, CINCINNATI, OH 45263
12. GECCOC/PAY PAL (XPN-1241170)
(866)971-1012, PO BOX 981064, EL PASO, TX 79998
13. GENAB/JCP (XPN-3321860)
(800)542-0800, PO BOX 94400, EL PASO, TX 79998
14. HOME COMING FUNDING INC (XPN-0903813)
(800)206-2901, 2711 N HASKELL AVE, SW 1, DALLAS, TX 75204
15. HSBC NV (XPN-2218290)
BY MAIL ONLY, 16430 N SCOTTSDALE RD, SCOTTSDALE, AZ 85254
16. HSBC/MS (XPN-2103081)
(800)333-7023, PO BOX 9068, BRANDON, FL 33509
17. HSBC/RS (XPN-2156646)
90 CHRISTIANA RD, NEW CASTLE, DE 19720
18. LANDSAFE CREDIT (XPN-3970658)
(626)927-3000, 1515 WALNUT GROVE AVE, ROSEMEAD, CA 91770
19. LABALLE NATIONAL N A (XPN-2104200)
(773)434-3322, 3985 N MILWAUKEE AVE, CHICAGO, IL 60641
20. LSI CREDIT SERVICES (XPN-1388977)
(800)322-3580, 3100 NEW YORK DR, PASADENA, CA 91107
21. MACYS/FDSB (XPN-1332107)
(813)835-2611, 13141 34TH ST N, CLEARWATER, FL 33762
22. MCYDSNB (XPN-1362830)
(800)458-6229, 9111 DUKE BLVD, MASON, OH 45040
23. MORTGAGE IT (XPN-1545978)
(866)647-9504, PO BOX 205, WATERLOO, IA 50704
24. NISSAN-INFINITI LT (XPN-3690580)
(800)950-6622, 2901 KINWEST PKWY, IRVING, TX 75063
25. SPIEGEL (XPN-3321470)
(516)576-0704, 101 CROSSWAY PARK WEST, WOODBURY, NY 11797
26. STANDARD FEDL BK/FILMC (XPN-2990543)
(734)973-0900, 777 E EISENHOWER PKWY, ANN ARBOR, MI 48108
27. THD/CHUSA (XPN-3178962)
BY MAIL ONLY, PO BOX 6003, HAGERSTOWN, MD 21747
28. WASH MUTUAL/PROVIDENT (XPN-1208430)
BY MAIL ONLY, PO BOX 9180, PLEASANTON, CA 94566
29. WASHINGTON MUTUAL PA (XPN-3180830)
(800)282-4840, PO BOX 1093, NORTHBRIDGE, CT 06138
30. WFNMB/EXPRESS (XPN-1348760)
PO BOX 330666, NORTHGLENN, CO 80233
31. WFNMB/STRUCTURE/RKP ME (XPN-1348820)
PO BOX 330664, NORTHGLENN, CO 80233

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REF:1-03248-63280-0000 07/21/2006 TID:1-03248-63280 07/21/2006 07:16:38

Decode Directory Information (continued):

12. WORLD OMNI (XFN-1670160)

(800)553-2850, PO BOX 991817, MOBILE, AL 36691

Fraud Verification Information:

TUC High Risk Fraud Alert (APD)

AVAILABLE AND CLEAR.

Consumer Referral Information:

EMX - EQUIFAX INFORMATION BVCA, PHONE: (800) 695-1111

P.O. BOX 740241, ATLANTA, GA 30374

XFN - EXPERIAN, PHONE: (888) 397-3752

P.O. BOX 2002, ALLAM, TX 75012

TUC - TRANS UNION, PHONE: (800) 916-8800

P.O. BOX 34012, FULLERTON, CA 92834

Prepared By: Relis Credit

1500 NW Bethany Blvd, Suite 300

Beaverton, OR 97006-5208

Contact: 877 216 9150 Fax: 877 216 9151

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*****END OF RELIS CREDIT INSTANT MERGE REPORT*****

--- Page 10 of 10 ---

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF FLORIDA
PENSACOLA DIVISION

| | | |
|---------------------------|---|-----------------------|
| UNITED STATES OF AMERICA, |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| |) | Case No. 3:11cr56/LAC |
| |) | |
| |) | Pensacola, Florida |
| |) | January 3, 2012 |
| v. |) | 8:58 a.m. |
| |) | |
| TODD F. BRITTON-HARR, |) | |
| |) | |
| Defendant. |) | |
| |) | |

DAY 1

TRANSCRIPT OF JURY TRIAL PROCEEDINGS
BEFORE THE HONORABLE LACEY A. COLLIER,
SENIOR UNITED STATES DISTRICT JUDGE, and a jury.
(Pages 1 through 156)

APPEARANCES:

| | |
|---------------------|---|
| For the Government: | DAVID L. GOLDBERG, ESQUIRE United States Attorney's Office 21 East Garden Street, Suite 400 Pensacola, Florida 32502 |
| For the Defendant: | SPIRO T. KYPREOS, ESQUIRE Spiro T. Kypreos, P.A. 3 West Garden Street, Suite 367 Pensacola, Florida 32501 |

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1 PROCEEDINGS

2 (Court called to order.)

3 (Defendant and all counsel present; jury not present.)

4 THE COURT: Good morning. There's several matters
5 outstanding but only one I think that we need tend to before
6 jury selection and that's the basis of Defendant's supplemental
7 trial memorandum complaining about government recordings that
8 have not been reviewed.

9 Anything more you want to add to that, Mr. Kypreos?

10 MR. KYPREOS: Yes, Your Honor, just to briefly reply
11 to the Government's response. I believe it comes out to about
12 310 phone calls. I had a typographical in my original saying
13 based on 400 there would be ten hours. There would actually be
14 100 hours if it were 400 in cases of 15 minutes of these.

15 And also to respond to the point they make -- the
16 local rule, as I read it, is broader, gives us more than what
17 Rule 16 does. The very first sentence talks of defendants being
18 entitled to written or oral statements or recorded statements,
19 period; no qualification whatsoever as in Rule 16, Your Honor.
20 Rule 16 says if it's made to an agent and recorded at the time.

21 So the local rule gives us more than what we're
22 normally entitled to. So the point simply is, is we had not
23 received those beforehand. If I knew which ones they might use,
24 then obviously it may only be one call, there may only be two
25 calls, so it wouldn't be a problem.

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1 **THE COURT:** Well, without knowing if your client is
2 going to testify and what he might testify to, how in the world
3 are they going to tell you what's impeachable?

4 **MR. KYPREOS:** I agree with that, Your Honor, but it
5 was my understanding from talking with the prosecutor that
6 perhaps they had identified some calls. I just wanted to raise
7 the issue now so that perhaps after they hear the testimony they
8 feel they're going to use the tapes, if we could at least have
9 some agreement that we have the opportunity to know which tapes
10 they may use in cross so that I could examine it to see if
11 there's something else we may need to put in in addition to what
12 they're going to use.

13 We're really not -- don't want to continue this case.
14 And I just wanted to let you know there is a problem there. And
15 I'm just concerned that after he testifies -- they may only have
16 one tape. Like you say, I don't know. They may end up having
17 20 and that may force some type of a break to give us the
18 opportunity to review them.

19 When I last talked to Mr. Goldberg, my sense was he
20 didn't feel this was going to be a major problem, and I kind of
21 see it that way, too.

22 **THE COURT:** Well, tell me this, though: Why haven't
23 you had the opportunity of reviewing them if you wanted to?

24 **MR. KYPREOS:** Well, Judge, I just received the copies
25 from the --

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1 **THE COURT:** But you were offered the copies early
2 December.

3 **MR. KYPREOS:** He had made -- had made note of them.
4 And basically it was my understanding, because they had given us
5 copies of the others, that apparently -- I knew they were
6 looking at them. It just didn't seem like there was going to be
7 anything relevant to them. And I didn't realize that they may
8 actually want to use parts of it even for impeachment until we
9 had our conversation a few days ago.

10 I understand your point. I could have gotten copies.
11 But with the thousands of documents that I had in this case and
12 with that seeming to be unlikely since they hadn't even provided
13 us with copies, I just didn't see any weight to them at the
14 time, Your Honor.

15 **THE COURT:** Mr. Goldberg, anything you wish to offer?

16 **MR. GOLDBERG:** Your Honor, only for clarification
17 purposes for the record. The local rules, when it regards
18 statements of the defendant, it directly references the Federal
19 Rules of Criminal Procedure. They are meant to be read in
20 tandem. That is the Government's interpretation of the rules.

21 Regardless, I don't think there is going to be an
22 issue. The Defendant's recorded jail calls are terribly
23 self-serving, they're replete with foul language and
24 inflammatory, and the Government will probably not use any of
25 them. Depending on what comes out during the Defendant's case,

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1 if there is a chance that we will use them, we will certainly
2 notify the Defense as to which calls in advance we may use, but
3 at this juncture I don't think it's going to be an issue.

4 **THE COURT:** All right. Well, do just exchange
5 information as early and as soon as anything can be anticipated.

6 And they're preparing the jury right at this moment so
7 it shouldn't be but just a few moments.

8 **MR. GOLDBERG:** Your Honor, the Government would make a
9 motion to sequester and invoke the rule. The investigators are
10 going to be present, but other than that I don't know who else
11 is in the courtroom. We would move to sequester any and all
12 witnesses.

13 **THE COURT:** Counsel are advised to advise their
14 witnesses of the requirement.

15 **MR. KYPREOS:** Yes, sir, and we join. And we agree to
16 a second investigator to be present. It's our understanding
17 that she'll just basically be testifying as to documents being
18 placed in evidence, and the Government tells us it will help
19 them facilitate handling of the documents.

20 **THE COURT:** Thank you. Anything else, Mr. Kypreos?

21 **MR. KYPREOS:** No, sir.

22 **THE COURT:** All right. We'll be in recess until the
23 jury is seated.

24 **(WHEREUPON, Jury Selection was not authorized to be**
25 **transcribed and not included in this transcript.)**

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1 **THE COURT:** All right. We'd like to turn our
2 attention then to the Government's first motion in limine.
3 Anything you want to add to that, Mr. Goldberg?

4 **MR. GOLDBERG:** Your Honor, I have spoken with Defense
5 counsel regarding both motions in limine as well as the 404(b)
6 notice, and I actually believe they've all been resolved, that
7 the parties agree as to the exhibits that are admissible and
8 there is no dispute.

9 If there happens to be a relevancy objection, then we
10 can just raise that during the trial, but I don't think the
11 Defense is objecting to the motions in limine or the 404(b)
12 notice at this time. That's my understanding. And I believe
13 we've agreed upon the exhibits and the testimony that will come
14 forward.

15 **THE COURT:** Is that correct, Mr. Kypreos?

16 **MR. KYPREOS:** I agree, Your Honor. As I said, the
17 only thing we'd reserve on the 404(b) notice would be if it goes
18 into other wrongful acts, which, of course, isn't limited to
19 just criminal activity, but anything that might come within that
20 rubric.

21 But the prosecutor has indicated to me he's basically
22 bringing certain documents in for certain transactions just
23 basically to show the transactions that occurred and the
24 Defendant's familiarity with the real estate process, and I
25 agree that's relevant so I don't anticipate any controversy. If

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1 it does, we'll address it then, but I don't anticipate any.

2 **THE COURT:** All right. Well, just in keeping, since
3 there is a motion, I would grant them in the sense that it would
4 not be introduced or discussed in any way without prior
5 discussion with the Court.

6 **MR. KYPREOS:** Right. If I somehow think it is
7 relevant, I'll ask to approach the bench and make a proffer at
8 the appropriate time, but I don't conceive of that being a
9 possibility.

10 **THE COURT:** Anything else? I didn't know we were
11 going to be so brief.

12 **MR. GOLDBERG:** No, Your Honor. The Government would
13 be less than ten minutes for an opening.

14 **THE COURT:** And what would just be your grand estimate
15 as to schedule, how much time you would be --

16 **MR. GOLDBERG:** I think based on opening, at or around
17 one p.m. today that the Government is going to come awfully
18 close to resting late this afternoon, but maybe one or two
19 witnesses into the morning. But for sure the Government will
20 rest before mid-morning break tomorrow, based on our schedule
21 today.

22 **THE COURT:** Let that be your guide, Mr. Kypreos. And
23 I know it's much more difficult for you at this point, but do
24 you have any guesstimate as to what your --

25 **MR. KYPREOS:** Your Honor, I would guesstimate calling

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1 perhaps in addition -- first the Defendant. Of course, he'll
2 make that decision at the appropriate time, but I anticipate he
3 would testify. And I would anticipate calling one, possibly two
4 other witnesses, depending on what I hear.

5 I really don't see where more than a half day would be
6 required for us. I mean, there's a lot of paperwork to go over.
7 That's been one of my major concerns. I think Mr. Goldberg
8 probably thinks I've been obsessing over it, getting the
9 paperwork in and moving that along smoothly, but I don't think
10 we would take long at all, Your Honor.

11 **THE COURT:** All right. Well --

12 **MR. KYPREOS:** So, I mean, we could possibly, you know,
13 be getting this to the jury, you know, or at least our closing
14 arguments or what have you -- I don't know what your preference
15 would be at the time, but depending on how things go, if you
16 want us to make our closing arguments and bring them back the
17 next day to be instructed, of course, we'll have to wait and
18 see.

19 **THE COURT:** We'll wait and see where we get, but
20 that's a big help. I thank you for those tips. Anything else
21 we need to discuss before one o'clock?

22 **MR. GOLDBERG:** Nothing from the Government, Your
23 Honor.

24 **THE COURT:** All right. We'll be in recess until that
25 time.

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1 **(Recess taken 11:20 a.m. to 1:03 p.m.)**

2 **THE COURT:** And we have everyone present. Anything we
3 need to take up?

4 **MR. KYPREOS:** No, Your Honor.

5 **THE COURT:** If not then, Mr. Maddox.

6 **(Jury in the box.)**

7 **THE COURT:** Ladies and gentlemen, we are ready to
8 proceed now in the case of the United States of America versus
9 Todd Britton-Harr. And if you would, please stand and be sworn
10 in as the jury to hear this case.

11 **(Jury duly sworn.)**

12 **THE CLERK:** Be seated.

13 **THE COURT:** All right. And now that you have been
14 sworn, I want to give you some preliminary instructions to aid
15 and assist you in your participation in this trial. And it will
16 be your duty to find from the evidence what the facts of the
17 case are. You and you alone are the judges of the facts. And
18 then you will have to apply to those facts the law that I will
19 explain to you at the conclusion of the presentation of the
20 evidence, and you must follow that law whether you agree with it
21 or not, and that is in keeping with the oath that you have just
22 taken.

23 And I do want you to understand from the very
24 beginning that you must not take anything that I may say or do
25 during this trial as any indication that I have any opinion

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1 concerning the issues in the case or what your verdict should
2 be. And therefore, except for my instructions to you on the
3 law, you must disregard anything that I may say or do in
4 arriving at your own determination of the facts.

5 Now, the evidence from which you will find the facts
6 will consist of testimony of witnesses, of documents and other
7 exhibits that may be admitted into the record, any facts that
8 the attorneys might agree to or stipulate to, and any facts that
9 the Court might direct that you are to find.

10 Now, certain things are not evidence and must not be
11 considered by you in any way. First, statements and arguments
12 and questions by the attorneys are not evidence. Objections to
13 questions are not evidence.

14 And I do want you, though, to understand that the
15 attorneys do have an obligation to their respective clients to
16 make all objections that they feel are necessary and proper.
17 And therefore, if a question is being asked that an attorney
18 feels is contrary to the Rules of Evidence or Rules of
19 Procedure, they will make an objection to that question.

20 Now, the Court will either overrule the objection or
21 sustain the objection. Now, if the objection is sustained, then
22 the witness will not be permitted to answer the question, and
23 you must not speculate on what that answer might have been or
24 draw any inference solely from the question itself.

25 If the objection is overruled, then the witness will

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1 be permitted to answer, and you must accept and weigh and judge
2 that testimony just as you do any other testimony in the case
3 without regard to the objection or the Court's ruling on that
4 objection.

5 Now, if you are instructed that some item of evidence
6 is being admitted for a limited purpose only, then you must
7 follow that direction.

8 Now, testimony that the Court might exclude or direct
9 that you are to disregard is not evidence and must not be
10 considered.

11 Now, anything that you may have seen or heard outside
12 of the courtroom is not evidence and must be disregarded. You
13 are here to decide the case solely on the basis of the evidence
14 presented here in this courtroom during the trial.

15 Now, there are two kinds of evidence, and that is
16 direct and circumstantial evidence. Direct evidence is the
17 direct proof of a fact such as the testimony of an eyewitness,
18 while circumstantial evidence is proof of facts and
19 circumstances from which you may infer or conclude that other
20 facts exist.

21 And I will give you further instructions on these
22 points as well as certain others at the conclusion of the
23 presentation of the evidence, but do keep in mind that you may
24 consider both direct and circumstantial evidence in deciding
25 your verdict.

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1 Now, it will be up to you to decide which witnesses to
2 believe and which witnesses not to believe or how much of a
3 witness' testimony to accept or how much to reject. Again, I
4 will give you some guidelines at the conclusion of the
5 presentation of the evidence that might assist you in
6 determining the credibility of the witnesses.

7 Now, as you know, this is a criminal case, and there
8 are three basic rules about a criminal case that you must keep
9 in mind. And I did discuss these with you during your selection
10 earlier here today.

11 First, the Defendant is presumed to be innocent until
12 and if proven guilty. The indictment against the Defendant
13 brought by the Government is only an accusation and is nothing
14 more. It is not proof of guilt or anything else. A defendant,
15 therefore, starts out this trial with a clean slate.

16 Second, the burden of proof is on the Government until
17 the very end of the case. The Defendant has no burden to prove
18 his innocence or to present any evidence or to testify. Since
19 the Defendant has the absolute right to remain silent, the law
20 prohibits you, in arriving at your verdict, from considering
21 that the Defendant may not have testified.

22 Third, the Government must prove the Defendant's guilt
23 beyond a reasonable doubt. And I will give you further
24 instructions on this point later as well, but do bear in mind
25 that in this respect a criminal case is different from a civil

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1 case.

2 And again, I don't remember if any of you have served
3 on civil cases, but do keep in mind that proof beyond a
4 reasonable doubt is a greater or higher burden than that used in
5 the civil case.

6 Now, in this case the Defendant is charged with two
7 offenses. Count One charges that between on or about June 1st
8 of 2006 and on or about October 31st of 2009, that this
9 Defendant and a co-defendant, Karyn J. Britton, did knowingly
10 execute and attempt to execute a scheme to defraud a financial
11 institution and to obtain monies, funds, credits, and assets
12 owned by and under the custody and control of Wells Fargo Bank,
13 which is a federally insured financial institution, by means of
14 materially false, fraudulent pretenses, representations, and
15 promises. And all, as charged, would be in violation of Title
16 18, United States Code, Section 1344 and 2.

17 Now, Count Two charges that on or about August 14th,
18 2006, that the Defendant, Todd Britton-Harr, and Karyn Britton
19 did knowingly make a false statement and report for the purpose
20 of influencing the action of Wells Fargo Bank; that is, that
21 they knowingly submitted false and fraudulent residential loan
22 and mortgage documents in relation to a loan application, and
23 the Defendants then and there well knew that the documents
24 contained omissions and misrepresentations as to liabilities,
25 the intent to occupy the property, and the relationship of the

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1 parties involved, in violation of Title 18, United States Code,
2 Section 1014 and 2.

3 And as I pointed out earlier today, there are two
4 persons charged in each count of the indictment, but you are
5 only concerned with the Defendant, Todd F. Britton-Harr, who is
6 the Defendant in this case on trial.

7 Now, I will give you detailed instructions on the law
8 at the conclusion of this case, and those instructions will
9 govern and control your deliberations and your verdict.

10 Now, just a few words about your conduct as jurors
11 during this trial: First, I do instruct you that during the
12 trial you should not discuss the case among yourselves,
13 certainly not with anyone else, or allow them to talk to you
14 about the case or speak of the case in your presence. Until you
15 retire to the jury room at the end of the case to begin your
16 deliberations, you are simply not to talk about this case at
17 all.

18 Second, do not read, listen, or watch any news reports
19 or anything else that might bear upon this case in any way.

20 Now, if anyone should attempt to talk to you about the
21 case or speak of the case in your presence, then advise them
22 that you're on the jury, ask them to stop. And should they
23 persist, then leave them at once, report the matter as soon as
24 you can to the security officer, and he will bring it to my
25 attention, and it will be dealt with as a matter of contempt of

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1 court and punished accordingly.

2 Third, do not do any research or make any
3 investigation or inquiry on your own about this case.

4 And finally, do not attempt to form any opinion
5 concerning the merits of the case until after you have heard all
6 of the evidence, the arguments of the attorneys, and received
7 your instructions on the law.

8 Now, we will begin the trial shortly, and I do want to
9 explain to you briefly how the trial will be conducted. First,
10 the attorney for the Government will make an opening statement,
11 which is simply an outline to help you better understand the
12 evidence that is presented for your consideration. And
13 following the Government's opening statement, the Defense
14 attorney then has the opportunity of making an opening
15 statement, if he wishes to do so.

16 Now, I do want you to understand that what the
17 attorneys say during their opening statements, or for that
18 matter, at any time during the trial, is not evidence, and it is
19 not your instructions on the law. But following the opening
20 statements, the Government will then present its case, call its
21 witnesses, and counsel for the Defendant will have opportunity
22 of cross-examining those witnesses.

23 And following the Government's case, then the
24 Defendant would have the opportunity of calling any witnesses,
25 presenting any evidence that he may wish. Again, I do remind

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1 you the Defendant is not required to call any witnesses or to
2 produce any evidence or to prove his innocence, but this would
3 be the opportunity for him to do so if he so chooses.

4 And after all of the evidence has been presented, then
5 the attorneys will present their closing arguments in which they
6 may summarize and interpret the facts that they believe have
7 been presented. And following the closing arguments, then I
8 will give you your instructions on the law, and then you would
9 retire to begin your deliberations.

10 Now, during this trial it may be necessary for me, on
11 occasion, to speak with the attorneys out of the hearing of the
12 jury concerning matters of law and matters of trial procedure
13 that are not of legal concern to the jury.

14 Now, it's impossible to predict when such a conference
15 will be necessary or how long it might take. But if I expect it
16 to be just a brief discussion, then I will invite the attorneys
17 to approach the bench here, and we'll continue that discussion
18 in whispered tones so as not to disturb you. If I expect it to
19 be a longer discussion, then you will be excused to the comforts
20 of the jury room while we continue with that discussion here in
21 open court.

22 But I do want you to understand that when such a
23 conference is necessary that it will be conducted in such a
24 fashion so as to utilize as little of your time as might be
25 consistent with an orderly and fair disposition of the issue.

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1 Now, at this time the attorneys for the parties will
2 have the opportunity of making their opening statements to you
3 in which they may explain the evidence that they believe will be
4 presented, the issues that they see in the case, and they may
5 discuss the law that they believe might be applicable. Again, I
6 do remind you that what they say is not evidence and it is not
7 your instructions on the law, but they are clearly intended to
8 help you better understand the evidence, the issues, and the
9 applicable law, so I do urge your careful attention.

10 Now, our rules provide always that each side has equal
11 opportunity of addressing the jury, but the rules do provide
12 that the Government's attorney will proceed first, as the
13 Government does bear the burden of proof. And for that reason
14 and that purpose, I'd call upon Mr. Goldberg.

15 **GOVERNMENT OPENING STATEMENT**

16 **MR. GOLDBERG:** May it please this honorable court.

17 Ladies and gentlemen of the jury, good afternoon. The
18 case you're about to hear is not a complex case. It's not a
19 complex case, but it is a serious one. It's not complex because
20 it really focuses on a pretty simple scheme of fraud and false
21 statements during real estate transactions utilized to make a
22 profit. It's all about the money.

23 It's serious, however, because the evidence will show
24 how the Defendant and others manipulated the mortgage system for
25 profit. You'll hear a lot of testimony and see a bunch of

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1 documents back and forth regarding the Defendant and real estate
2 transactions he was involved with regarding the Purple Parrot
3 Village condominiums on Perdido Key.

4 You'll hear how the Defendant and others -- not just
5 the Defendant but the Defendant and others were making money
6 while playing fast and loose with the rules. But most
7 importantly, you'll see how the Defendant structured some
8 transactions, he structured certain transactions to defraud
9 Wells Fargo Bank while he and his own stepmother worked to
10 acquire condominium unit A19U -- one condominium unit, A19U.

11 Really the charges are as simple as that: Wells Fargo
12 Bank got defrauded over A19U, and the evidence will show how the
13 Defendants schemed to do it along with others. It is not a
14 complex case, but it's serious and a lot of money was exchanging
15 hands. All I ask is that you pay attention to all the evidence
16 and apply the same common sense you do to go about your everyday
17 lives. Thank you.

18 **THE COURT:** All right, Mr. Kypreos?

19 **MR. KYPREOS:** Good afternoon. My name is Spiro
20 Kypreos, and I'm representing Mr. Todd Britton-Harr in this
21 matter. In many ways it is a simple case, simple in the sense
22 that the issues that you're going to have to resolve are going
23 to be pretty obvious to you.

24 What I'd like to do is give you a few benchmarks
25 because we will be throwing a lot of information at you, and I'd

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1 like to give you a little bit of a preview of what some of that
2 evidence will be so you can kind of keep track of it as we go
3 along.

4 Now, in Count One, as the judge has indicated to you,
5 the Defendant is charged with a scheme to defraud, a scheme to
6 defraud a federally insured bank or financial institution --
7 actually, financial institution.

8 Now, the co-defendant, Karyn Britton, has already
9 entered a plea in the case. It is anticipated she will testify.
10 Of course, each defendant in any criminal case is judged on the
11 basis of the evidence against them. So the fact that one person
12 has pled guilty does not prove that the other person is guilty,
13 and that's why we're here, that's what you're going to have to
14 resolve.

15 Now, we're going back about five years in time. The
16 main unit, the unit that is the key to the charges is what they
17 call Unit A19U. You may hear about other units. You may hear
18 about A5D or you may hear about B10. Just so you can help -- to
19 help you follow this, if you hear a unit with U, it means it was
20 an upstairs condo. If you hear a unit with D in it, it means it
21 was a downstairs condo. If you hear a unit number without a
22 letter, it means it was two story. So that will kind of
23 hopefully help you be able to keep track of this.

24 The name of the condominium project involved or
25 building is the Purple Parrot Village and it's in Perdido Key.

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1 Back in 2006, Mr. Britton-Harr was a Realtor, he was a licensed
2 Realtor. He also had businesses including, but not limited to,
3 a construction business. His construction business may have
4 done some work for repairs as a subcontractor to other
5 contractors out at that time. His business also may have done
6 interior work for folks and particularly for folks who were
7 about to sell or about to buy a condominium unit.

8 Now, what we anticipate is that you're going to hear
9 that around June 26 of 2006 three contracts were signed by Ms.
10 Karyn Britton to buy three units at the Purple Parrot. And you
11 will hear that Mr. Britton-Harr was the Realtor. It may have
12 been his stepmother, but he was, in fact, the Realtor. He was
13 working for Trident Realty. And the realty company would get a
14 commission for the transactions, and Mr. Britton-Harr would
15 receive a percentage of that commissions. That's what he did
16 for a living.

17 We believe the evidence will show he was very
18 successful at it, that he had been engaged in numerous real
19 estate transactions at the Purple Parrot about the time of 2006
20 and 2007. It's not a crime to make money. This is a free
21 enterprise system. We all understand that. But as the
22 prosecutor indicates, you have to play by the rules.

23 And the question is going to be is whether or not the
24 Government has proven that the Defendant acted unlawfully in
25 some manner with respect to the A19U transactions. Now, the

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1 prosecutor has already made some comments about how he --
2 suggesting the Defendant -- that the evidence is going to show
3 the Defendant was engaged in all kinds of things out there. But
4 the key thing is this A19U unit. And what's the fuss about it?
5 Why are we hear?

6 Well, in order to purchase A19U, Karyn Britton had to
7 get money, like most of us. She had to go and find somebody who
8 would finance the transaction, and that's where the issue is
9 going to be. I anticipate, as you've heard from the Government
10 already, that they will offer evidence and they will argue that
11 it was all Mr. Britton-Harr's scheme or motivation here, that he
12 was the one that they will claim was pushing the transaction.
13 And the Defense's position is simply is, no, that's not true,
14 that's not true.

15 So that's where the point of contention is going to
16 be. And after you see all of these documents and you hear
17 everything about what's in these documents or not in them,
18 that's really what it's going to get down to. Who really is it
19 that made the loan application with respect to A19U?

20 I anticipate you're going to see the sales contract
21 with respect to that transaction or each of those transactions
22 and what they contain. I anticipate that those documents will
23 show that with respect to Unit B10 -- that's B10, two story --
24 that there was a provision in the sales contract itself that Ms.
25 Britton signed that about \$48,400 would be paid out at the

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1 closing at the settlement for repairs or upgrades that would be
2 done for Unit B10.

3 There was no such repairs or money set aside for C46.
4 C46 was just simply a sale, no repairs needed, no money going to
5 anybody to do repairs. And I believe there will be evidence
6 that with respect to Unit B10 it was \$30,000 that would be for
7 Mr. Britton-Harr for repairs done to that unit.

8 Then what you'll also hear is with respect, again, the
9 key unit here, A19U, that there were no moneys in that
10 transaction going to Mr. Britton-Harr for repairs, at least at
11 the closing. There was about \$66,500, I believe the figure will
12 be, that was going to go to a company -- an LLC called Five
13 O'clock Somewhere. And essentially that was a company that was
14 owned by Ms. Britton.

15 So the documents themselves, the contract for sale for
16 the unit will show that that amount of money was going to go to
17 Five O'clock Somewhere, which everybody knew from the contract.
18 Everybody knew when they were going to closing that at least
19 that amount of money would be going to Five O'clock Somewhere
20 for repairs or upgrades.

21 There will also be evidence that the closing documents
22 in the case indicate that cash was not to go back to the
23 borrower, and that's where we'll have disagreements and disputes
24 on that. The Government will probably argue that it's one and
25 the same. We'll argue, hey, it's an LLC, it's a separate

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1 entity, the money didn't go back to Ms. Britton personally, it
2 went back to her LLC.

3 And we believe you'll see that the appraisal report
4 with respect to this building anticipated that there would be
5 upgrades or repairs.

6 Again, that money was not going or destined to go in
7 any fashion to Mr. Britton-Harr. It was to go to Ms. Britton's
8 LLC.

9 So you will probably hear a lot of testimony about
10 that these were what they call no document transactions. This
11 was -- the way -- the evidence, I believe, will show is back in
12 2006 that property values were skyrocketing out at Perdido. We
13 can all remember before the fall, before the financial crash,
14 there were good times.

15 And back in 2006 and 2007, it was good times, the
16 evidence will show. And I believe you'll see evidence that a
17 lot of these units went up incredibly in terms of market values
18 or appraisal values on the property.

19 Now, you may hear also, for example, that even before
20 all of this started, these particular transactions, that Mr.
21 Britton-Harr wanted to buy a unit called A7U. Okay. And he
22 went to Ms. Britton for assistance on that because he didn't
23 have the credit. He asked her to buy it. They signed out on a
24 buyout agreement, and I believe she quitclaimed the property to
25 herself and to her husband and to Mr. Britton-Harr and to Mr.

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1 Britton-Harr's wife on the same date as the closing date that
2 occurred on A7U.

3 The whole intent was that Mr. Britton-Harr was going
4 to buy that particular unit. That was his goal. And we believe
5 the evidence and testimony will be that, in fact, he was making
6 the monthly payments on that unit and that he was also making
7 the condominium fee payments on the unit.

8 Now, why is this significant? Because eventually, as
9 we get -- that was done around January 25th, 2006. That's when
10 the A7U unit closing occurred. But going along, everything is
11 fine, Mr. Britton-Harr is paying for that. And then we get to
12 the summer of 2006, which is when all of these other events I've
13 been talking to you about started to happen.

14 And part of the deal was, when Mr. Britton-Harr bought
15 the A7U unit, was that about \$40,000 would be paid by him
16 eventually to Ms. Britton for having financed basically this
17 transaction for him, so that she could realize a profit of
18 \$40,000 through her investment in this matter.

19 And we believe the evidence will show that around
20 August 3rd, 2006, that Mr. Britton-Harr did refinance on that
21 unit. In fact, the property had been quitclaimed back to him in
22 the summer of 2006, around July of 2006. He refinanced on it,
23 and that closing called for \$40,000 to go to Ms. Britton --
24 Karyn Britton. I'll try to use both names because the names are
25 so similar I don't want to confuse y'all here.

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1 Essentially the monies, we believe the evidence will
2 show, from that \$40,000 was used to assist some of the
3 transactions we've been talking about, the transactions for C46
4 or A19 or B10. I believe some of the money went as payment for
5 two of those units, and we'll get into those details later.

6 Now, the document -- the loan application for A19U was
7 signed by Mr. Britton-Harr through a power of attorney -- he was
8 the Realtor -- on July 29th, 2006, which is a little over a
9 month after the contracts were signed. Karyn Britton signed
10 specific powers of attorney for each unit giving Mr.
11 Britton-Harr, her Realtor, authority to sign off on the
12 documents at closing.

13 And you will see closing paper after closing paper for
14 A19U, for C46U, and for B10 that were signed by Todd
15 Britton-Harr as power of attorney for Ms. Britton.

16 We believe you will hear testimony to the effect that
17 the loan application itself -- the loan application itself for
18 Unit A19U was prepared physically by the lender. In other
19 words, it's not where you, the borrower, somehow go in and fill
20 in the blanks and write it in or type it in. That is not what
21 the evidence will show was happening in this case or any of the
22 other closings.

23 You'll see there were several different lenders
24 involved with different units. It seems like MortgageIT, a
25 company then, was financing a lot of these transactions. They

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1 were a broker, and they were also apparently financing them and
2 then selling the mortgages later. And in this case you'll see
3 that the lender was Wells Fargo. The lender was Wells Fargo.

4 And so the loan application that you will see coming
5 into evidence, it will have Karyn Britton's name on it, she's
6 the borrower, not Todd Britton-Harr. Okay. The loan
7 application will be very clear. Karyn Britton and I believe her
8 husband's name is on the loan application.

9 And both names will eventually get on the mortgages
10 and the deed, but essentially she's the one pushing the
11 transactions. Her name is on the application, and the Defendant
12 is signing all of these documents at closing.

13 We're going to ask y'all -- if y'all have bought homes
14 or been through closings before -- I suspect most of you have
15 been through that nightmare, and I don't have to describe the
16 process to you. It's a lot of paperwork. You get in there and
17 they shove a lot of forms at you, and you're signing away.

18 He did that as her Realtor pursuant to a power of
19 attorney. That's not disputed either. So that's -- when the
20 prosecutor says it's a simple case, most of these facts as to
21 who signed what or what papers were signed and what they say
22 really are not going to be in dispute.

23 The real issue is going to be, who provided the
24 information to the lender? Why is it -- and this is what one of
25 the key issues will be, it's alleged in the indictment. The

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1 Government is saying -- and it's true -- on the loan application
2 itself where you have assets and liabilities -- and the closing
3 on A19U occurred on August 14th, 2006.

4 The loan application is signed that very day, okay,
5 and it has -- it -- you know, basically what you're going to see
6 is, it doesn't have the unit known as C46U listed on there
7 anywhere. It doesn't have a C46U unit listed on there. It
8 doesn't have B10 specifically listed. In other words, you will
9 not see the number C46 or the number B10 anywhere.

10 What you will see on application -- and this is where
11 things may start getting a little confusing to you is, there
12 will be evidence that Ms. Britton owned a home in Bradenton,
13 Florida, okay. She had owned a home in Bradenton, Florida,
14 which had been listed on the transactions for C46 and B10. I
15 mean, that wasn't hidden. There it was, Bradenton, Florida, a
16 mortgage. It shows the address in Bradenton, the amount of the
17 mortgage, and what the monthly payments are going to be.

18 It even showed A7U, the other unit that she had bought
19 and had an interest in at the time -- or at least she thought
20 she did despite the quitclaim. But at any rate, A7U was listed
21 in that loan application for B10.

22 What you will see on the loan application for A19U is,
23 when you get to the assets and liabilities, on the one page for
24 the assets and liabilities in the upper left-hand corner you
25 will see the address not for Bradenton -- not for the Bradenton,

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1 Florida home.

2 You will see an address for the Purple Parrot Village
3 address there twice; you will see it twice. And you will see
4 next to that address in each one the letter A, just basically
5 two references to the Purple Parrot Village address suggesting
6 that there's some kind of property there that she has an asset
7 of pertaining to two instances to the Purple Village (sic).

8 Then to the right you will see mortgage information
9 that doesn't jibe with that exactly. What you will see is, you
10 will see mortgage information that pertains to A7U, even though
11 A7U isn't even really specifically specified in that address.
12 It's just an address for some kind of unit at the Purple Parrot.

13 And then you will see mortgage information -- again,
14 this is on the A19U loan application. You will see mortgage
15 information that pertains to the Bradenton home. So you've got
16 an address over here that apparently refers to something over at
17 Purple Parrot Village. And then if you actually study the
18 numbers carefully, it will show, well, it's really the numbers
19 for the Bradenton house, even though the address isn't there on
20 the loan, and it will show mortgage information that pertains to
21 A7U.

22 Now, we can't argue -- now, I can't argue what the
23 significance of that is, but that is information you will hear
24 and that we have the opportunity to discuss with you after all
25 the evidence is in.

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1 Now, as I said, this loan is what they call a no
2 document loan, and you'll be hearing information about that
3 process.

4 And so in the first count the Defendant is accused of
5 a scheme to defraud a financial institution basically by
6 knowingly falsely allegedly providing false material or
7 misinformation to Wells Fargo. And the second count basically
8 is providing false information and application to influence the
9 institution in deciding to make the loan.

10 So that's where we are. The Defendant at this point
11 is presumed innocent, so you've each committed -- you don't have
12 -- you believe in his innocence at this time. You assume him to
13 be innocent. As the judge indicated, you don't start forming
14 your judgments until you've heard everything and you've been
15 instructed on the law and then you go back into that jury room.
16 So please do not form any hard opinions on the basis of parts of
17 the evidence as it progresses.

18 As the judge indicated to you, they won't give you a
19 transcript. There's going to be some detail here, some numbers.
20 I just hope that what I've discussed with you now will help you
21 follow it as this all unfolds. Thank you very much for your
22 attention.

23 **THE COURT:** Ladies and gentlemen, this is the time in
24 the trial when the Government will present its case.

25 You may call your first witness.

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1 **MR. GOLDBERG:** Your Honor, the Government will call
2 Ms. Cheryl Woodbury.

3 **CHERYL WOODBURY, GOVERNMENT WITNESS, DULY SWORN**

4 **THE CLERK:** Be seated. State your full name and spell
5 your last name.

6 **THE WITNESS:** Cheryl E. Woodbury, W-O-O-D-B-U-R-Y.

7 **THE COURT:** All right, Mr. Goldberg.

8 **DIRECT EXAMINATION**

9 **BY MR. GOLDBERG:**

10 **Q.** Ms. Woodbury, good afternoon.

11 **A.** Good afternoon.

12 **Q.** What is your occupation?

13 **A.** I am an underwriting manager for Wells Fargo.

14 **Q.** And how long have you been with Wells Fargo Bank?

15 **A.** Six-and-a-half years.

16 **Q.** Could you please explain to the ladies and gentlemen of the
17 jury what an underwriting manager does for Wells Fargo Bank.

18 **A.** I'm responsible for managing all of the underwriters whose
19 decision it is to approve our loans at Wells Fargo.

20 **Q.** Is that what the duties of an underwriter is, to
21 investigate -- please explain what they do.

22 **A.** So the duties of an underwriter is to actually make sound
23 lending decisions as well as review, analyze, and underwrite
24 files based on our company guidelines and industry guidelines,
25 as well as managing risks for our company and our secondary

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1 market investors.

2 Q. And is Wells Fargo Bank a federally insured financial
3 institution?

4 A. Yes.

5 MR. GOLDBERG: Your Honor, I'm going to move to admit
6 a stipulated exhibit, which is Government's Exhibit 1, the proof
7 of insurance status of Wells Fargo I believe counsel has
8 stipulated to.

9 THE COURT: That will be admitted.

10 (Government's Exhibit 1 admitted into evidence.)

11 MR. GOLDBERG: And if I may publish it with the
12 Court's permission.

13 THE COURT: Ladies and gentlemen, I do want you to
14 understand that you will have all the exhibits that are admitted
15 into the record for your careful and detailed study during your
16 deliberations. So don't be concerned if it's not shown to you
17 as long as you might like or what other witnesses may refer to
18 it and counsel may refer to it in their closing, but regardless,
19 you'll have it for your careful study.

20 BY MR. GOLDBERG:

21 Q. Ms. Woodbury, can you see the document Government's Exhibit
22 1 on that computer screen in front of you?

23 A. Yes.

24 Q. Could you read paragraph No. 1, please.

25 A. "I, Thomas E. Nixon, hereby certify and attest that I am a

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1 counsel at the Federal Deposit Insurance Corporation and that I
2 have the official custody of the records of the Federal Deposit
3 Insurance Corporation."

4 Q. And could you read paragraph 3, please.

5 A. "I further certify that insurance applicable to the main
6 office of Wells Fargo Bank, National Association, is applicable
7 to any domestic U.S. branch office of Wells Fargo Bank, NA."

8 Q. And on the back of Government's Exhibit 1, is that the
9 certification of the FDIC that Wells Fargo and its banks are
10 insured?

11 A. Yes.

12 Q. Ma'am, I'm going to direct your attention to August 2006.
13 Were you working as an underwriting manager at that time?

14 A. Yes.

15 Q. And were you asked to conduct an underwriting review for
16 Wells Fargo Bank regarding Unit A19U at the Purple Parrot
17 Village in Perdido Key, Florida?

18 A. Yes.

19 Q. And was that because Wells Fargo Bank was going to be the
20 lender?

21 A. That is correct.

22 Q. Could you tell the ladies and gentlemen of the jury who the
23 borrower was for Unit A19U?

24 A. The borrower was Karyn Britton.

25 Q. And could you tell the ladies and gentlemen of the jury who

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1 the Realtor for the transaction was.

2 A. The Realtor was Todd Britton-Harr.

3 Q. Were you, as the underwriter, ever made aware of a family
4 relationship between the two of them?

5 A. No.

6 Q. Could you tell the ladies and gentlemen of the jury what
7 Unit A19U was supposed to be occupied as?

8 A. The application was for primary residence at A19U.

9 Q. And could you tell the ladies and gentlemen of the jury
10 what liabilities, that is, what debts were listed on the
11 paperwork that you saw for Unit A19U?

12 MR. KYPREOS: Your Honor, we'd object. The best
13 evidence would be the document itself.

14 THE COURT: Objection is overruled.

15 BY MR. GOLDBERG:

16 Q. Please continue. What did you see on the documents as to
17 the liabilities listed on A19U?

18 A. There was the residence that she currently resided at in
19 Bradenton, Florida, and another unit at 1355 (sic) Perdido Way
20 in Pensacola, Florida, which was Unit 7U.

21 Q. So it was one unit and one house in Bradenton?

22 A. That's correct.

23 Q. There weren't multiple units listed, were there?

24 A. No, there were not multiple units.

25 Q. Did you approve the loan for Wells Fargo Bank?

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1 **A.** Yes, I did.

2 **Q.** And if I can back up, can you tell the ladies and gentlemen
3 of the jury and explain, are things such as a family
4 relationship or recent multiple liabilities or debts, are those
5 important for your decision-making as an underwriter?

6 **MR. KYPREOS:** Objection to the form of the question.
7 It's multiple -- it's two components.

8 **THE COURT:** Overruled.

9 **BY MR. GOLDBERG:**

10 **Q.** Can you tell the ladies and gentlemen of the jury what's
11 important when you're trying to approve a loan and if those
12 things are important?

13 **A.** What's important is that the application be accurate and
14 correct, and that we base our decision based on what the
15 application provides.

16 **Q.** Could those things make a loan risky?

17 **A.** Absolutely.

18 **Q.** And you didn't have that information?

19 **A.** We did not have that additional information, no.

20 **MR. GOLDBERG:** If I may have the Court's indulgence?
21 That's all I have, Your Honor.

22 **THE COURT:** All right. Ladies and gentlemen, this
23 then is the time when the Defense attorney has the opportunity
24 of cross-examining the witness.

25 Mr. Kypreos?

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CROSS-EXAMINATION

BY MR. KYPREOS:

Q. Good afternoon. My name is Spiro Kypreos, and I'm representing Mr. Britton-Harr in this matter.

A. Good afternoon.

Q. And your last name is Woodbury?

A. Yes.

Q. Ms. Woodbury, how did this loan application come to Wells Fargo?

A. Can you clarify the question?

Q. Right. Did somebody walk into Wells Fargo Bank in Pensacola and say, "We want to make a loan," or did y'all get it from another mortgage company? How was this loan originated?

A. It's originated through what we call a home mortgage consultant.

Q. I'm sorry, what, ma'am?

A. A home mortgage consultant would take the application.

Q. Home mortgage consultant?

A. Uh-huh.

Q. And who is the home mortgage consultant in this case?

A. Gary Owens.

Q. Who?

A. Gary Owens.

Q. And where was he located at the time?

A. In our Amherst office.

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1 Q. Amherst?

2 A. New York.

3 Q. New York, okay. So when you say -- are you saying
4 literally a loan application came to his desk?

5 A. I would not have that information. I can go based on only
6 what the application states.

7 Q. Okay. Do you know whether or not the loan itself was
8 originated by a mortgage broker?

9 A. The loan with Wells Fargo Home Mortgage was originated by
10 Wells Fargo Home Mortgage.

11 Q. So it wasn't the case of another mortgage company asking
12 Wells Fargo to do the transaction? A mortgage brokerage tried
13 to obtain loans for real estate purchasers; is that correct?

14 A. So -- just so I can clarify that question, I work in the
15 retail division, and we do not do loans with brokers.

16 Q. Okay. Do you know how Mr. Gary Owens was sitting in his
17 office in New York and some day he receives a loan application?
18 Do you know who sent it to him?

19 MR. GOLDBERG: Objection. Calls for speculation.

20 THE COURT: Objection is overruled to the question.

21 BY MR. KYPREOS:

22 Q. Do you know how it got to his desk, who sent it to him?

23 A. No, I would not know that.

24 Q. But you looked at the file, you said, right?

25 A. Right, our application. I can tell you how the application

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1 was marked. It was marked as a telephone ap.

2 Q. Telephone ap, okay. Do you have your file for this
3 transaction with you? Do you have that with you?

4 A. No, I don't have it with me right now, no.

5 Q. Do y'all receive the Residential Sales Agreements for these
6 transactions?

7 A. Yes, we do.

8 Q. And did you review the Residential Sales Agreement as part
9 of your review of whether or not to make the loan?

10 A. Yes, I did.

11 MR. KYPREOS: Your Honor, I don't know if we're going
12 to do this electronically. I've got an extra copy I'm going to
13 show the witness. I just put it right here?

14 THE COURT: Yes, sir.

15 MR. KYPREOS: I haven't dealt with this particular
16 machine in a while. I assume it's on.

17 BY MR. KYPREOS:

18 Q. Can you see that, ma'am?

19 A. No. It's not legible. Can you increase the font size?

20 MR. KYPREOS: I'm afraid the copy we were provided is
21 a poor copy. Your Honor, may I simply hand her a copy of this?

22 THE COURT: You may, or you can use the zoom button.

23 BY MR. KYPREOS:

24 Q. Does that help any?

25 A. Yeah. So you'll have to move it around so I can --

A-62

1 Q. Yeah, I know. Okay, there's page one, ma'am, and then
2 there's page two with some signatures on it. Can you see that?

3 A. Yes.

4 Q. Can you see that?

5 A. Yes, I can see that.

6 Q. Do you see a typed name there --

7 A. Yes.

8 Q. -- for the buyer and a typed name for the seller?

9 A. Correct.

10 Q. And then you see this other page with Standards for Real
11 Estate Transactions?

12 A. What was that question? I'm sorry.

13 Q. Do you see the page entitled "Standards for Real Estate
14 Transactions"?

15 A. Yes.

16 Q. I just want to make sure you can see this. And then
17 there's an address there -- I'm showing you an address with
18 A19U?

19 A. Yes.

20 Q. And then there's a signature again dated June 27 of '06.
21 Can you see that?

22 A. Can you move it to the top.

23 Q. Yeah. Do you see the date June 27?

24 A. I see the date, yes.

25 Q. And can you see the signature there?

A-63

1 A. Yes.

2 Q. Again, can you see the date and the signatures on there?

3 A. Yes.

4 Q. And can you see the typed names above?

5 A. The typed names above?

6 Q. It's at the very top of the page?

7 A. Yes.

8 Q. This is Addendum 1 we're looking at?

9 A. Yes.

10 Q. And then can you see Addendum 2 and the typed names at the
11 top and the signatures and date at the bottom? You see those?

12 A. I can see it, yes.

13 Q. Well, I mean, do you see -- can you see the contents of the
14 document there as it's blown up? I'm trying to move it across
15 for you slowly.

16 A. I can see the sentence here, yes.

17 Q. Do you recognize this document as being a copy of the real
18 estate sales agreement by Karyn J. Britton for Unit A19?

19 A. Can you repeat the question?

20 Q. Yeah. Do you recognize that as being the Residential Sales
21 Agreement for A19, the one that was sent to y'all?

22 A. No, I do not.

23 Q. You don't recognize that?

24 A. That's not the one that was sent to me. That's not the one
25 that I approved.

A-64

1 Q. Where is the one that you approved?

2 A. It's in our file.

3 Q. Do you have it with you?

4 A. No, I do not have it with me.

5 MR. KYPREOS: That document, for the record, was
6 marked -- I'd ask to be marked for identification as Defendant's
7 Exhibit 5.1 that I was referring to just a minute ago, Your
8 Honor.

9 BY MR. KYPREOS:

10 Q. I'd like to show you a document marked for identification
11 only as Defendant's Exhibit 5.2. Hopefully since this one is
12 typed it would be easier for you, more legible.

13 MR. KYPREOS: Your Honor, if I may, I'd like to
14 approach because the print on these things are so small it's
15 hard to --

16 THE COURT: Well, you're not going to be able to stand
17 up there the whole time. So if you've got a copy to provide
18 her, that will be fine.

19 BY MR. KYPREOS:

20 Q. I'd like to show you what's been marked for identification
21 as Defendant's Exhibit 5.2. Do you recognize that as being a
22 copy of the Uniform Residential Loan Application that was
23 submitted to Wells Fargo in reference to Unit A19U?

24 A. Yes.

25 Q. Thank you.

A-65

1 **MR. KYPREOS:** If we may, Your Honor, I'd like to move
2 Defendant's Exhibit 5.2 into evidence.

3 **MR. GOLDBERG:** Can I see it?

4 **MR. KYPREOS:** Yeah, sure.

5 **MR. GOLDBERG:** No objection, Your Honor.

6 **THE COURT:** It's admitted.

7 **(Defendant's Exhibit 5.2 admitted into evidence.)**

8 **BY MR. KYPREOS:**

9 **Q.** Now, ma'am, does -- with respect to Defendant's Exhibit
10 5.2, the Uniform Residential Loan Application, is that a Wells
11 Fargo loan application form or is that just something used
12 generally in the industry or what?

13 **A.** It's generally used in the industry.

14 **Q.** Okay. And does the form anywhere ask if a Realtor is
15 related to a buyer or seller?

16 **A.** It does not.

17 **Q.** Did you ever ask anybody in this transaction if they were
18 related?

19 **A.** No, I did not.

20 **Q.** Now, was this particular transaction what's referred to in
21 the industry as a no documents loan?

22 **A.** Yes, it was considered what we called an Alt-A loan,
23 correct.

24 **Q.** I'm sorry, considered a what, ma'am?

25 **A.** An Alt-A loan.

A-66

1 Q. An off A loan?

2 A. Alt, A-L-T.

3 Q. Okay, thank you. Sorry about that. Can you explain to the
4 jury what a no documents loan basically is? What's the contrast
5 between a loan that is documented and what y'all refer to as a
6 no document loan?

7 A. The difference would be the income and the asset
8 documentation. So a no doc program is we don't verify income
9 and we don't verify the assets.

10 Q. And you don't verify the assets?

11 A. We don't verify liquid assets, correct.

12 Q. Okay. And a no document loan is a loan usually based on
13 the person's credit rating?

14 A. You probably want to be a little bit clearer with that
15 question. What do you mean by based on a credit rating?

16 Q. For example, a no documents loan, could somebody apply for
17 a loan without even stating what their income is?

18 A. Right, a no doc would -- we would not verify your income,
19 correct.

20 Q. Right. So you don't care when the loan application comes
21 in whether it has income information or doesn't have income
22 information because it's a no documents loan?

23 A. Right. So that would be correct, if it comes in with no
24 income loan, it doesn't necessarily mean you put --

25 Q. Right. So if somebody gave you a loan application on a no

A-67

1 documents loan transaction, if there's no information of the
2 borrower's income, that's no concern to you?

3 A. For this particular program it was not a concern.

4 Q. Right. And that wouldn't have been a concern with respect
5 to A19U whether there was income stated or not?

6 A. Not for this program, correct.

7 Q. Not for this program. Would the person's assets or lack of
8 assets be a concern in a no document loan?

9 A. So if you could clarify your question, when you mean
10 assets, are you saying -- what type of assets are you --

11 Q. Right. Are the type of assets of a person of any concern
12 to Wells Fargo and in the industry in a no documents loan
13 transaction?

14 A. To a certain degree, yes.

15 Q. To what degree?

16 A. If it's residential properties that are owned and those
17 funds that are being used are required for the sale.

18 Q. For what? I'm sorry.

19 A. If the assets from the sale of a property are being used,
20 we would ask for documentation that that existed.

21 Q. If they're being used?

22 A. Correct.

23 Q. If they're an investment do you ask for any documentation?
24 If the assets is an investment, just an investment in, say,
25 another condominium, is that something you're concerned about?

A-68

1 A. Okay, your question is not clear at all.

2 Q. If the borrower makes a loan application and indicates as
3 one of their assets that they own a condominium, okay, is that
4 of any concern to Wells Fargo?

5 A. Yes, that would be of a concern to Wells Fargo as far as
6 qualifying the customer.

7 Q. Okay. So if the customer owned, let's say, Unit A7U at
8 Purple Parrot, would you want documentation as to that
9 condominium?

10 A. Yes. And in this particular case I asked for
11 documentation.

12 Q. And did you get documentation for A7U?

13 A. The request was that proof that the mortgages on that
14 particular property were being paid off.

15 Q. Okay. Now, if you would, please look at page 2 of
16 Defendant's Exhibit 5.2, the loan application for A19U. There's
17 no indication at the very top of the page on the part for
18 monthly income as to what Karyn Britton's income was, correct?

19 A. That is correct.

20 Q. Okay. And you didn't ask to get that information because
21 you didn't need it?

22 A. This particular program does not require that.

23 Q. Now, if you go on to page 3, okay -- and I may have to
24 correct myself from something I said earlier -- no, that's
25 right. Let me ask you this, because I'm not trying to trick you

A-69

1 here: This particular application, if you go to the last page
2 -- or excuse me. On page 3, if you go to the bottom, it's
3 signed by Gary Owens; is that correct?

4 A. Correct.

5 Q. And it's dated July 25th of 2006; is that correct? To the
6 right of Gary Owens --

7 A. I believe that says 7/25/06.

8 Q. '06, right?

9 A. Yes.

10 Q. And then off to the left over there of his signature, do
11 you see telephone?

12 A. Correct.

13 MR. KYPREOS: Your Honor, may we publish this?

14 THE COURT: Your wish.

15 MR. KYPREOS: Thank you, Your Honor.

16 BY MR. KYPREOS:

17 Q. You see the checkmark for telephone that's checked, right?

18 A. Yes.

19 Q. And then that's Gary Owens' signature there; is that
20 correct?

21 A. That's correct.

22 Q. Okay. Now, what is that signifying to you in terms of your
23 internal recordkeeping? When you see Gary Owens' signature on
24 this document and you see telephone checked, what does that tell
25 you?

A-70

1 A. It tells me as an underwriter that the application was
2 taken via telephone and Gary was the HMC on the loan.

3 Q. That the application was taken --

4 A. Via telephone.

5 Q. Is there any indication on the application where he took
6 the -- who he took the application from?

7 A. Only based on the application that I have, it would be from
8 Karyn Britton.

9 Q. And you would assume that because going back to page 1 of
10 the exhibit, her name appears as the borrower; is that correct?

11 A. That's correct.

12 Q. So just based on the document alone, you would assume that
13 he had contact with Karyn Britton; is that correct?

14 A. She's the only applicant on this loan, correct.

15 Q. Okay. Now, what if a borrower has their attorney call up
16 to make the loan application, what does Wells Fargo do then?

17 A. Because I'm an underwriter and not an HMC, I can't really
18 tell you how a loan is originated except when it gets to me. So
19 what I base my decision on is what an application states once it
20 reaches my desk.

21 Q. Now, this particular exhibit is not signed by the borrower
22 or any agent of the borrower, correct?

23 A. Correct, telephone applications are sent to the borrower
24 after the fact to sign and verify.

25 Q. So this is basically -- this was truly just an application;

A-71

1 it wasn't used to -- at a closing -- there's no closing date --
2 there's no signature by the borrower on this?

3 A. You won't get a closing date on an application.

4 Q. You won't what?

5 A. You won't get a closing date on an application.

6 Q. Right. Now, in this process, if you know --

7 MR. KYPREOS: If I may approach again, Your Honor?

8 THE COURT: If necessary.

9 BY MR. KYPREOS:

10 Q. I'd like to ask you if you recognize this as being a copy
11 of a loan application dated -- as being signed by Karyn S.
12 Britton by Todd -- looks like POA. I'll let you decipher that.
13 And I'd ask you if you recognize Defendant's Exhibit 5.6 as
14 being an application that was ultimately signed on behalf of the
15 borrower and dated August 14th, 2006?

16 A. Yes, this would be the final application that's signed at
17 the closing table.

18 Q. And was August -- you keep that copy. It might be easier
19 than using the machine. That was signed August 14th, 2006, next
20 to the borrower's signature line; is that correct?

21 A. That's correct.

22 Q. Okay. Now, if you would --

23 MR. KYPREOS: Well, Your Honor, first I guess I should
24 move this into evidence. I'd like to move Defense Exhibit 5.6
25 into evidence, Your Honor.

A-72

1 **MR. GOLDBERG:** No objection.

2 **THE COURT:** It's admitted.

3 **(Defendant's Exhibit 5.6 admitted into evidence.)**

4 **BY MR. KYPREOS:**

5 **Q.** On page 3 of Defendant's Exhibit --

6 **MR. KYPREOS:** If I may publish, Your Honor?

7 **BY MR. KYPREOS:**

8 **Q.** You can look at the screen if you desire or the copy that
9 you have or whatever your pleasure is, ma'am. At the very top
10 we see Schedule of Real Estate Owned; is that correct?

11 **A.** That's correct.

12 **Q.** And the address we see for the property is what, 1355 (sic)
13 Perdido Key, Unit A-blank, no number; is that correct?

14 **A.** Yeah, that's what we see here.

15 **Q.** And then we see another line, same thing, right underneath
16 that, 13555 Perdido Key, Unit A?

17 **A.** That's correct.

18 **Q.** And then something that says "See attached"?

19 **A.** Uh-huh.

20 **Q.** Okay. Now, going back to Defendant's Exhibit 5.2 on the
21 same page and the same part of the form, we see in one part 5709
22 36th Street West, Bradenton, Florida, 34210, right?

23 **A.** That's correct.

24 **Q.** And then we see 13555 Perdido Key, Unit A7U, Pensacola,
25 Florida 32507?

A-73

1 A. Yes.

2 Q. Ma'am, do you know whether or not Unit A7U, in fact, was
3 not owned by Ms. Karyn Britton on that date?

4 A. What date?

5 Q. August 14th, the day of the closing -- I'm sorry, jumping
6 ahead -- August 14th, 2006.

7 A. Do I know for a fact that --

8 Q. Do you know whether or not she even actually owned that
9 property that date?

10 A. On that date that property was supposedly to be sold.
11 According to our application -- as you see here where it says
12 "PS," that means it was pending sale. And when I underwrote the
13 file, I conditioned that those mortgages be paid off because
14 that property was being sold.

15 Q. Well, this particular exhibit we're again back to the
16 application that wasn't signed on August 14th. This exhibit is
17 the one that's signed on July 25th where Gary Owens makes the
18 application, right?

19 A. The initial application, correct.

20 Q. The initial application, okay. And then you're showing
21 that as pending sale of A7U?

22 A. That's correct.

23 Q. That was your understanding at the time, right?

24 A. Yes.

25 Q. Now, going back to Exhibit 5.6, if we look at the numbers

A-74

1 for the market value and for the mortgage and for the monthly
2 mortgage payments, okay, that's on the August 14th document. I
3 want to make that clear, August 14th. We see the 300,000 and
4 the rest of the figures, right?

5 A. Correct.

6 Q. And then if we take Defendant's Exhibit 5.2, which is the
7 July 25th, '06, application, we see a set of numbers there as
8 well; is that correct?

9 A. For which property?

10 Q. We see the figures for the Bradenton property and we see
11 the figures for the -- I'm sorry -- A7U, right?

12 A. Correct.

13 Q. So basically when we go back to Defendant's Exhibit 5.6 and
14 we see the two at 13555 Perdido Key, Unit A, those numbers that
15 we see in that form really aren't from two units at Perdido Key
16 out at the Purple Parrot?

17 A. Right.

18 Q. One set of figures would be for the Bradenton home; is that
19 correct?

20 A. That's correct.

21 Q. And would the Bradenton home be the \$196,878?

22 A. Yes.

23 Q. And then for the other figure up there it would be for the
24 Unit A7U?

25 A. When you say "other figure" what figure are you --

A-75

- 1 Q. I'm sorry. Very good. \$223,472.
- 2 A. So both the figures, the \$223,472 and the 137 belong to A7U
- 3 unit?
- 4 Q. A7U. But A7U isn't designated in the address box, is it?
- 5 A. It's designated on the "See Attached" portion.
- 6 Q. But it's not designated on that part?
- 7 A. Not on this part.
- 8 Q. Then there's an attached portion, right?
- 9 A. Correct.
- 10 Q. Is this part the attached part you're referring to? Please
- 11 look at your copy.
- 12 A. That is not the attached piece.
- 13 Q. Oh, it's not the attached piece?
- 14 A. The attached piece is the additional --
- 15 Q. I'm sorry, what's the attached piece?
- 16 A. It's the real estate owned section.
- 17 Q. Would that be the previous page?
- 18 A. I don't see the page here.
- 19 Q. I don't either. I haven't seen a copy of it in the
- 20 documents that's been provided --
- 21 MR. GOLDBERG: Objection.
- 22 THE COURT: Sustained.
- 23 MR. GOLDBERG: It has, and it's an exhibit that will
- 24 be entered by the Government.
- 25 MR. KYPREOS: Okay, fine.

A-76

1 BY MR. KYPREOS:

2 Q. But you're telling me then that we'll see an attached page
3 that shows what? I'm sorry.

4 A. It shows the real estate owned section for all the
5 properties listed under that section. And if I can just
6 explain?

7 Q. Sure.

8 A. Why it doesn't show there is because we have a printing
9 limit to the number of characters.

10 Q. Oh, I see.

11 A. So the landscape section would show the correct address
12 with the dollar amounts as you see here.

13 Q. Do you know if that -- do you have a copy of the
14 application that was actually, other than this, that would have
15 the attachments, do you have that?

16 A. I don't have anything here with me right now.

17 Q. Now, going back to Defendant's Exhibit 5.6 which is the one
18 dated August 14th, 2006, do you see MortgageIT and you see "See
19 Attached" and you see \$223,472?

20 A. Yes.

21 Q. Is that also A7U?

22 A. That's the mortgage attached to A7U.

23 Q. Is that the attachment you referred to before or was it a
24 different attachment?

25 A. It's all on the same attached.

A-77

1 Q. Now, the loan application is apparently -- that we've been
2 looking at the Defendant's Exhibit 5.6 -- is dated the same date
3 as the closing, right?

4 A. Correct.

5 Q. Now, the loan application process itself had actually
6 commenced before that; is that correct?

7 A. That's correct.

8 Q. When y'all take a telephone application like that, do y'all
9 do anything to verify who it is that's really calling in and
10 making sure they are who they say they are?

11 A. Now, when you say "they," who are you referring to?

12 Q. In this case, Karyn Britton. You say Gary Owens made a
13 telephone contact and you assumed it was with Karyn Britton
14 because her name is on the application. Is there -- is there
15 any requirement that the person, you know, write a letter or do
16 anything to confirm that they're the ones making the
17 application?

18 A. The application itself states on it that you agree that
19 this is accurate information that's been given. Now, as an HMC,
20 Gary Owens, I can't speak to what he does as his job. Again,
21 I'm an underwriting manager and underwrote this file.

22 As an underwriter, we're required to follow the CIP program
23 guidelines which verify that the person that took the
24 application is actually the person that made the application.

25 Q. Now, with respect to the July 25th, '06, document we looked

A-78

1 at in Defendant's Exhibit 5.2, it's all nice and neatly typed
2 up, right?

3 A. I'm sorry, which application is this?

4 Q. This is the July 25th, '06 one.

5 A. Correct.

6 Q. It's all typed up, right?

7 A. Yes.

8 Q. Who typed that up?

9 A. It comes off of a system, an application on the web.

10 Q. Application on the web?

11 A. Correct. It's called AOW, which is our system that we use.

12 Q. How does that work? Does the borrower go to the web and --

13 A. No. It's an internal -- it's an application system for our
14 loan officers, HMC.

15 Q. Oh, I see. So that was prepared physically by Wells Fargo,
16 this typed-up form?

17 A. Correct.

18 Q. Did Gary Owens prepare it or you prepare it?

19 A. The HMC would prepare it as he's taking the application.

20 Q. Do you know where this information came from in Defendant's
21 Exhibit 5.6?

22 A. Do I know where it came from?

23 Q. Yeah. Where did Wells Fargo get the information to put in
24 the system and type it up? Where did that come from?

25 A. It would come from whoever phoned the application in. My

A-79

1 decision would be based on that this particular person on the
2 application as the applicant would have given that information
3 to the HMC.

4 Q. So it would be Karyn Britton?

5 A. Yes, the applicant.

6 Q. Now, is the information that's in Defendant's Exhibit 5.6
7 -- the one that was signed on the date of the closing -- was
8 that essentially going back to the computer and taking what was
9 there and basically just reformatting it so it could be signed
10 on August 14th, 2006?

11 A. Okay, so -- I'm sorry, but your question was not clear at
12 all.

13 Q. That's okay. Bad habit I've got. Here we go. Let's try
14 this: In other words, y'all got this Exhibit 5.2 and y'all had
15 all the information you got that time, right, back on July -- we
16 know it's there at least as of July 26th '06, right?

17 A. Correct, that information is on the application, correct.

18 Q. So that information is now in your computer? It's there?
19 You've received it, right?

20 A. Correct.

21 Q. So basically when you then prepare the 5.6 exhibit
22 document, the one that's dated August 14th, 2006, are y'all
23 basically just going to your computer and printing out what's
24 already there?

25 A. So that's not actually accurate.

A-80

1 Q. Well, that's what I'm trying to get clarified.

2 A. Okay. So 5.2, which is the initial application as taken by
3 the loan officer, it's the initial application. The process
4 involves verifying the information. Once the information is
5 verified, that application is then sent to the closing table for
6 the applicant to sign it to state that everything on it is
7 accurate and true.

8 So what happens here is, the HMC on 5.2 gives us the
9 information as stated by the applicant; we confirm and verify
10 that information on 5.6. So in other words, the credit report
11 would give us the accurate balances and whatnot.

12 Q. Okay. Well, essentially, have you compared the two
13 documents? Have you compared these two documents, by any
14 chance, for their content?

15 A. Compared the two documents for their content?

16 Q. Yeah, compared the loan -- the July 25th, '06
17 information -- do you know whether or not the information of
18 July 25th, '06, is essentially what's also included in the
19 August 14th, '06?

20 A. Do you want me to take a look and tell you that now?

21 Q. Yeah.

22 A. Everything seems to be in line except the missing
23 attachment page.

24 Q. Just those pesky unit numbers, right? Everything is pretty
25 much the same except we don't have that attachment showing the

A-81

1 correct unit number?

2 A. In this document you handed me, correct.

3 Q. Right. But as far as the data is concerned, the meat of
4 it, it's essentially the same?

5 A. Correct.

6 Q. Okay. Now, going back to the July 25th, '06, Defendant's
7 Exhibit 5.2 application, the one Mr. Owens took the telephone
8 application, it's kind of hard to see but there's a section
9 there that says "Property will be" -- and then check a box; is
10 that correct?

11 A. That's correct.

12 Q. And the one that's checked is "primary residence," right?

13 A. That's correct.

14 Q. And so that would have come from Karyn Britton in making
15 the application, based on your understanding of this document?

16 MR. GOLDBERG: Objection, calls for speculation.

17 THE COURT: Sustained.

18 MR. KYPREOS: I didn't say she did. I said her
19 understanding of the document.

20 THE COURT: Sustained.

21 MR. KYPREOS: Yes, sir.

22 BY MR. KYPREOS:

23 Q. But anyway, "prime residence" was checked there, right?

24 A. Yes, "primary residence" is checked there.

25 Q. I'd like to show you what's been marked for identification

A-82

1 as Defendant's Exhibit 5.3, ma'am. Do you, by any chance,
2 recognize that document as being an item pertaining to Wells
3 Fargo and Ms. Britton? Do you recognize that document?

4 **A.** No, I don't recognize this document. It's the credit score
5 document. I mean, I recognize it as a formal form.

6 **Q.** Okay. Do you recognize it as a Wells Fargo form letter
7 regarding credit, a borrower's credit status? Is it a form
8 letter that Wells Fargo sends out to creditors with regard to
9 information that's obtained regarding the borrower's credit
10 status? Do you recognize it as that?

11 **A.** So your question is credit status? What do you mean by
12 that?

13 **Q.** Regarding the person's credit score, is it a standard --

14 **A.** Right. By law they are required to be given their credit
15 score.

16 **Q.** Exactly. And that's a form letter that y'all send out to
17 the borrower letting them know what their credit score was on a
18 particular day?

19 **A.** Yes.

20 **Q.** So you do recognize this as being a form letter that Wells
21 Fargo sends out of that nature?

22 **A.** Yes, it's a credit score notification.

23 **Q.** Okay, thank you.

24 **MR. KYPREOS:** Your Honor, I'd like to move Defendant's
25 Exhibit 5.3 into evidence.

A-83

1 MR. GOLDBERG: No objection, Your Honor.

2 THE COURT: It's admitted.

3 (Defendant's Exhibit 5.3 admitted into evidence.)

4 BY MR. KYPREOS:

5 Q. Now, the date of this letter is July 25th, 2006; is that
6 correct?

7 A. Yes, that's what this says.

8 Q. And it was addressed to whom?

9 A. Karyn J. Britton.

10 Q. 5709 36th Street West, Bradenton, correct?

11 A. Yes.

12 Q. And it basically was letting her know what her credit score
13 was; is that correct?

14 A. Yes, that's correct.

15 Q. Now, this was obviously before August 14th -- Defendant's
16 Exhibit 5.3, this letter, was obviously written before August
17 14th, 2006, correct?

18 A. Yes. It's part of the initial application process.

19 Q. Okay. And why do you send that to the borrower? Why do
20 you send this form letter to them? I believe you mentioned it
21 earlier.

22 A. There are several disclosures that have to go out to the
23 borrower within a certain amount of time of the application
24 being taken. So it's a compliant document for credit reporting
25 purposes.

A-84

1 Q. Would Wells Fargo also have received an appraisal
2 pertaining to this unit before approving a loan?

3 A. Yes, we would have an appraisal before approving a loan.

4 Q. You're not -- Wells Fargo is not involved in distributing
5 closing documents after the closing, are they, as far as sending
6 documents to the borrower? Let me put it this way to you:
7 After the closing is completed, what, if anything, do y'all send
8 to the borrower?

9 A. "Y'all" would be who?

10 Q. Wells Fargo.

11 A. Which entity?

12 Q. Do y'all send a notice -- a book as to how much payment
13 they're going to have to make? What do you send to the
14 borrower, if anything, after the closing is completed and
15 they've signed the necessary documents and the mortgage is in
16 effect?

17 A. Again, I can only speak to the underwriting part of the
18 loan because that would happen after closing, which is
19 considered post-closing; completely different department.

20 MR. KYPREOS: Thank you very much, ma'am. I
21 appreciate it. May I have just one minute, Your Honor? No
22 further questions, Your Honor.

23 THE COURT: All right. Ladies and gentlemen, the side
24 calling the witness has opportunity for redirect examination.

25 Mr. Goldberg?

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REDIRECT EXAMINATION

BY MR. GOLDBERG:

Q. Good afternoon again, ma'am.

A. Good afternoon.

Q. You have the three Defendant's exhibits in front of you --
5.2, 5.3, and 5.6?

A. Yes.

Q. All right. Let's go in numerical order. Take your time
and flip through Defendant's Exhibit 5.2 and tell the ladies and
gentlemen of the jury if on any of those pages you see the
signature of Karyn Britton.

A. So 5.2?

Q. Yes, ma'am.

A. I don't see a signature of Karyn Britton.

Q. Thank you. On Defendant's Exhibit 5.3, please look through
those pages and tell the ladies and gentlemen of the jury if you
see the signature of Karyn Britton.

A. No, 5.3 does not have the signature of Karyn Britton.

Q. Let's look at Defendant's Exhibit 5.6. Look through all
the pages in that document and tell me if you see the signature
of Karyn Britton or whether you see a signature that says Karyn
J. Britton by Todd Britton?

A. On 5.6 I see only a signature for Karyn J. Britton by Todd
Britton.

Q. And that's what it says on the front page and again on the

A-86

1 last page, does it not?

2 A. It's on page 1, page 3, and page 4.

3 Q. Karyn J. Britton by Todd Britton?

4 A. That is correct.

5 Q. And you didn't speak to Karyn Britton, did you?

6 A. No, I did not speak to Karyn Britton.

7 MR. GOLDBERG: I have no nothing further, Your Honor.

8 THE COURT: You may step down.

9 (Witness excused.)

10 THE COURT: And your next witness?

11 MR. GOLDBERG: Your Honor, the Government would call
12 Doug Thomas.

13 DOUGLAS THOMAS, GOVERNMENT WITNESS, DULY SWORN

14 THE CLERK: Be seated. State your full name and spell
15 your last name.

16 THE WITNESS: Douglas Thomas, T-H-O-M-A-S.

17 THE COURT: All right, Mr. Goldberg.

18 DIRECT EXAMINATION

19 BY MR. GOLDBERG:

20 Q. Mr. Thomas, good afternoon.

21 A. Good afternoon.

22 Q. What is your occupation, sir?

23 A. I am a special investigations unit investigator.

24 Q. With whom?

25 A. Radian Guaranty.

A-87

1 Q. And what is Radian Guaranty?

2 A. It's a mortgage insurance company.

3 Q. And how long have you been with Radian?

4 A. Four years.

5 Q. Could you explain please to the ladies and gentlemen of the
6 jury what a mortgage insurance in underwriting review is and
7 what it does?

8 A. Mortgage insurance is insurance that lenders get on loans
9 in case of default. If the loan goes to default, they will file
10 a claim and the insurance would pay a claim payment. What we do
11 in the investigations unit is to review the loan documents prior
12 to paying a claim for any underwriting negligence or
13 misrepresentation on the loan.

14 Q. And were you asked to conduct a review on Purple Parrot
15 Village Unit A19U loan by Wells Fargo Bank?

16 A. Yes, I was.

17 Q. And that was after the fact, correct, in 2008?

18 A. Correct.

19 Q. And generally speaking, what did you see during the course
20 of your investigation?

21 A. I noticed three issues. There was occupancy
22 misrepresentation; a non-arm's length transaction, which is with
23 individuals who are maybe related within the loan; and some
24 undisclosed debt.

25 Q. All right. Well, let's talk about the non-arm's length

A-88

1 transaction. Is that when parties may be related?

2 A. Correct.

3 Q. And is what's the --

4 MR. KYPREOS: Objection, Your Honor, relevance.

5 THE COURT: Objection is overruled.

6 BY MR. GOLDBERG:

7 Q. What's the relevance of that? Why is that -- why can that
8 be a problem?

9 A. It draws up a red flag that there are people who are
10 related to each other within a loan or an entity, a business
11 that may be within the loan. It's typically not in mortgage
12 lenders. Typically they're arm's length transactions, typically
13 unrelated parties and people who normally aren't related to each
14 other.

15 Q. And in this transaction did the parties, that being the
16 borrower and the Realtor, both receive funds out of the
17 transaction?

18 A. Correct.

19 Q. Now, you said an occupancy misrepresentation. Please tell
20 the ladies and gentlemen of the jury regarding Unit A19U what
21 you saw.

22 A. The borrower was supposed to occupy the subject property,
23 and through my investigation I found that she did not --

24 MR. KYPREOS: Objection, Your Honor, hearsay.

25 THE COURT: Objection is overruled.

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1 BY MR. GOLDBERG:

2 Q. What did you learn pursuant to your investigation?

3 A. That she actually stayed at her -- the house that she was
4 living at the time that she applied for the loan.

5 Q. All right. And the third issue, I think you said, was a
6 failure to disclose liabilities. Could you explain what you saw
7 to the jury.

8 A. There were two mortgages that were opened just prior to the
9 transaction but were not on the original credit report but I
10 found them on an audit credit report.

11 Q. And were they open -- were all three loans opened within 14
12 days or so?

13 A. Yes, within about two weeks of each other.

14 Q. Can you recall, if you add up the totals of the two prior
15 loans, approximately how much it was?

16 A. One was \$420,000 and the other, I believe, was \$261,000.

17 Q. So just over \$681,000?

18 A. Correct.

19 Q. And that wasn't disclosed?

20 A. No, it was not.

21 MR. GOLDBERG: If I may have the Court's indulgence
22 for one moment?

23 BY MR. GOLDBERG:

24 Q. Why is it important for mortgage insurers to have accurate
25 information on these documents?

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1 **MR. KYPREOS:** Objection, Your Honor, opinion,
2 relevance.

3 **THE COURT:** Objection is overruled.

4 **THE WITNESS:** It's important to have the facts so that
5 we are insuring a loan that we normally would insure. If there
6 are any types of issues that would injure us if we would have
7 insured the loan at origination -- we wouldn't have put our
8 insurance on the loan if we knew some of the facts.

9 **BY MR. GOLDBERG:**

10 **Q.** Is that a risk issue?

11 **A.** Oh, yes.

12 **Q.** Based on your investigation, if you have three loans so
13 close together within a 14-day period, are those prior loans
14 going to pop up on credit checks?

15 **A.** No. The credit report would not show them that quickly.

16 **Q.** Once you completed your investigation review, what happened
17 to your findings? Were they forwarded somewhere?

18 **A.** Yes. I sent my findings to Wells Fargo, the lender.

19 **Q.** And it eventually goes to law enforcement?

20 **A.** Correct.

21 **MR. GOLDBERG:** That's all I have, Your Honor.

22 **THE COURT:** Mr. Kypreos?

23 **CROSS-EXAMINATION**

24 **BY MR. KYPREOS:**

25 **Q.** As I understand it, you were saying that if one closing on
 A-91

1 B10 occurred on July 31st of 2006 and then the C46 closing
2 occurred on August 3rd, 2006, it may not show up in a credit
3 search by August 14th?

4 A. No. Typically it takes longer than that.

5 Q. But the keyword here you're saying is "typically," right?

6 A. I would say always.

7 Q. Always? Never would show up?

8 A. It may but I would highly doubt it.

9 Q. Okay. Well, do you even know if a -- if Wells Fargo in
10 this instance even did a credit search to find out what
11 properties Ms. Britton owned?

12 MR. GOLDBERG: Objection, improper witness. This
13 isn't Wells Fargo.

14 THE COURT: Objection sustained.

15 BY MR. KYPREOS:

16 Q. Okay. Well, did you, in the course of your investigation,
17 find such information?

18 A. That she had opened up other loans?

19 Q. That they had done such a credit check?

20 A. Well, yes. There was an original credit report in the
21 file.

22 Q. But did that go to properties or just like credit cards?

23 A. Properties and credit cards and installment debt.

24 Q. Okay. So with respect to those transactions, did you find
25 any credit report reflecting those transactions?

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1 **A.** My audit credit report two or three years later.

2 **Q.** Two or three years later? That was what, about, '08?

3 **A.** Correct.

4 **Q.** With respect to this matter of relatives being involved in
5 transactions, okay, would you agree that if the mortgage lender
6 wants that information they can simply ask for it?

7 **MR. GOLDBERG:** Objection. This isn't the mortgage
8 lender.

9 **THE COURT:** Sustained.

10 **MR. KYPREOS:** No further questions.

11 **THE COURT:** Redirect?

12 **MR. GOLDBERG:** It's not necessary.

13 **THE COURT:** You may step down.

14 **(Witness excused.)**

15 **THE COURT:** Your next witness?

16 **MR. GOLDBERG:** Your Honor, the Government would call
17 Ms. Melody Barnard.

18 **MELODY BARNARD, GOVERNMENT WITNESS, DULY SWORN**

19 **THE CLERK:** Be seated. State your full name and spell
20 your last name.

21 **THE WITNESS:** Melody Barnard, B-A-R-N-A-R-D.

22 **THE COURT:** All right, Mr. Goldberg.

23 **DIRECT EXAMINATION**

24 **BY MR. GOLDBERG:**

25 **Q.** Good afternoon, ma'am.

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1 **A.** Good afternoon.

2 **Q.** What is your occupation?

3 **A.** I am a financial investigator for the Florida Office of
4 Financial Regulation.

5 **Q.** And how long have you been so employed?

6 **A.** A little over a year.

7 **Q.** And what was your employment prior to that?

8 **A.** I was employed with the Attorney General's Office, the
9 Medicaid Fraud Control Unit. For two years I was an
10 investigator, and two-and-a-half I was an analyst.

11 **Q.** Were you part of an investigation into alleged false
12 statements and bank fraud regarding Karyn Britton and Todd
13 Britton-Harr?

14 **A.** I was.

15 **Q.** Do you see Todd Britton-Harr here today?

16 **A.** I do.

17 **Q.** Could you identify him for purposes of the record, please?

18 **A.** The gentleman in the black jacket, white shirt, and gray
19 tie.

20 **Q.** At trial table?

21 **A.** That is correct.

22 **MR. GOLDBERG:** Your Honor, for purposes of the record,
23 the witness identifying the Defendant.

24 **THE COURT:** Granted.

25 **BY MR. GOLDBERG:**

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1 Q. The investigation you were involved in, what unit did it
2 focus on and who was the bank?

3 A. It was A19U at the Purple Parrot Village condominium, and
4 the bank was Wells Fargo Bank.

5 Q. Purple Parrot Village, those are condominiums on Perdido
6 Key?

7 A. Correct.

8 Q. And pursuant to the investigation, were many records
9 subpoenaed?

10 A. Yes, sir.

11 Q. Now, before we go into the records, could you explain to
12 the ladies and gentlemen of the jury what types of records may
13 be involved in mortgage transactions.

14 A. Yes. We have title files which are maintained in obtaining
15 title insurance for the purchase of a property. It has
16 documentation related to the real estate transaction. And in
17 this case, the title company also acted as the closing agent.
18 And we also have mortgage files or lender files which contain
19 documentation related to the financing of the property -- in
20 this case, Wells Fargo Bank.

21 Q. And A19U is the subject of this indictment?

22 A. Yes, sir.

23 Q. Were there other purchases prior to A19U?

24 A. Yes, sir.

25 Q. I'd like, if we could, move in chronological order. And I

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1 will show you what's been marked Government's Exhibits 2A and 2B
2 for identification purposes. I'd ask you first if you recognize
3 Government's Exhibit 2A; and if you do, what is it?

4 A. Yes. 2A is the title file for Unit B10.

5 Q. At the Purple Parrot Village?

6 A. Yes, sir.

7 Q. And Government's Exhibit 2B?

8 A. 2B is the lender file for Unit B-10 at the Purple Parrot
9 Village.

10 Q. And these have been certified as authentic?

11 A. Yes, sir.

12 MR. GOLDBERG: Your Honor, the Government would move
13 to admit 2A and 2B.

14 MR. KYPREOS: No objection.

15 THE COURT: It's admitted.

16 (Government's Exhibits 2A & 2B admitted into evidence.)

17 MR. GOLDBERG: And if I may publish?

18 BY MR. GOLDBERG:

19 Q. Investigator, I'd just like to go through a few pages, if I
20 could ask you to look at the screen. We're now looking at
21 Government's Exhibit 2A for Unit B10. And I'd ask you to look
22 at what has been stamped page 18. Could you tell the ladies and
23 gentlemen of the jury what the property address is and who the
24 buyer's name was?

25 A. The address is 13555 Perdido Key Drive, Unit B10, and the

A-96

1 buyer's name is Karyn Britton.

2 Q. And who was the real estate agent?

3 A. Todd Britton-Harr.

4 Q. And who was he working for?

5 A. Trident Realty.

6 Q. Would you explain to the ladies and gentlemen of the jury
7 what the page stamped 22 represents?

8 A. Yes. This is a portion of the disbursement log for the
9 closing on Unit B10.

10 Q. Could you just generally explain what a disbursement log
11 would be?

12 A. The disbursement log shows all of the payments that were
13 made out on the closing of a loan -- the real estate agent, the
14 seller, any other disbursements that are related to the
15 transaction.

16 Q. And could you read for the ladies and gentlemen of the jury
17 if there was a disbursement to the Defendant, Todd Britton-Harr;
18 and if so, what it was?

19 A. There was a disbursement to Todd Britton-Harr for repairs
20 of \$30,000 on July 31st, 2006.

21 Q. And could you read further down as to this disbursement?

22 A. Yes. There was a disbursement to Trident Realty for
23 commission of \$1,645 also on July 31st, 2006.

24 Q. And just below that?

25 A. Todd Britton-Harr received a disbursement for commission of

A-97

1 \$6,580 on July 31st, 2006.

2 Q. I'm now showing you what has been stamped as page 83.

3 Could you tell the ladies and gentlemen of the jury what this
4 page is?

5 A. Yes. This is a specific power of attorney that's dated
6 July 29th, 2006, signed by Karyn Britton and Stephen Britton,
7 giving power of attorney to Todd Britton-Harr to close on the
8 Unit B10, and it was executed in Manatee County, Florida.

9 Q. That's the Tampa area?

10 A. Yes, sir.

11 Q. And this regards Unit B10?

12 A. Yes, sir.

13 Q. And again, what was the date it was executed?

14 A. July 29th, 2006.

15 Q. Could you please explain to the ladies and gentlemen of the
16 jury what page 171 represents.

17 A. This is the mortgage for Unit B10 dated July 31st, 2006.

18 Q. And who initialed this at the bottom?

19 A. Todd Britton-Harr for Karyn Britton and Stephen Britton.

20 Q. Is Stephen Britton Karyn's husband?

21 A. Yes, sir.

22 Q. And how much was the loan for?

23 A. \$420,000.

24 Q. Now, let's take a look at what has been admitted as
25 Government's Exhibit 2B.

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1 **MR. GOLDBERG:** If I may publish, Your Honor.

2 **BY MR. GOLDBERG:**

3 **Q.** If you could please refresh the jury's memory as to what 2B
4 is a packet of.

5 **A.** 2B is the title file for Unit C46U -- oh, excuse me.

6 **Q.** That's okay, take your time.

7 **A.** This is the lender file for the Unit B10.

8 **Q.** That's the difference between the title and the actual
9 loan?

10 **A.** Right.

11 **Q.** Let's look at what has been stamped 258. Is that one of
12 those Uniform Residential Loan Applications we've heard about?

13 **A.** Yes, sir.

14 **Q.** And who is signing for it?

15 **A.** Todd Britton-Harr for Karyn Britton.

16 **Q.** I am now going to show you what has been marked as
17 Government's Exhibit 3A and 3B for identification purposes and
18 ask you if you recognize, first 3A, and if so, what is 3A?

19 **A.** Yes. 3A is the title file for Unit C46U.

20 **Q.** And what is 3B?

21 **A.** 3B is the lender file for Unit C46U.

22 **Q.** And these are certified documents?

23 **A.** Yes, sir.

24 **MR. GOLDBERG:** Your Honor, the Government would move
25 to admit 3A and 3B into evidence.

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