

**IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT IN AND FOR
BREVARD COUNTY, FLORIDA**

**WELLS FARGO BANK, N.A. AS TRUSTEE
UNDER THE POOLING AND SERVICING
AGREEMENT RELATING TO IMPAC
SECURED ASSETS CORP., MORTGAGE
PASS-THROUGH CERTIFICATES, SERIES
2005-2,**

Case No.: 05-2009-CA-0XXXX

Plaintiff,

v.

MELISSA A. DOE, ET AL.

Defendants,

_____ /

**DEFENDANT MELISSA DOE'S
FIRST SET OF INTERROGATORIES TO PLAINTIFF**

COMES NOW, the Defendant, Melissa Doe, pursuant to pursuant to Rule 1.340 of the Florida Rules of Civil Procedure, hereby propounds his First Set of Interrogatories to Plaintiff to be answered in writing, under oath, and within thirty (30) days from the date of service hereunder.

If any of the following Interrogatories cannot be answered in full after exercising due diligence to secure the information, please so state and answer to the extent possible, specifying your inability to answer the remainder, and state whatever information you have concerning the unanswered portions. If your answer is qualified, state the qualifications.

INSTRUCTIONS FOR USE

A. All information is to be divulged which is in the possession of Plaintiff, its attorneys, investigators, agents, employees or other representatives.

B. Where an individual Interrogatory calls for an answer which involves more than one part, each part of the answer should be clearly set out so that it is understandable.

C. A space has been provided on the form of interrogatories for your answer. In the event this space provided is not sufficient for your answer to any of the questions, please attach a separate sheet of paper with the additional information.

D. Each interrogatory shall be answered separately and fully in writing, unless it is objected to, in which event, the reasons for the objections shall be stated in lieu of an answer. The answers are to be signed by the person making them, and the objections signed by the attorney making them.

DEFINITIONS

As used herein, the following terms have the following definitions:

1. The term “Plaintiff” “you” or “your” shall refer to Plaintiff Wells Fargo Bank, N.A. and each of your present and former agents, employees, attorneys, accountants, investigators, consultants, heirs, assigns, representatives or other persons acting or purporting to act for you or on your behalf, including but not limited to any corporation, partnership, proprietorship or entity of any type that is in any way affiliated or associated with you, including any parent, subsidiary, affiliate, licensee, franchisee, sister corporation or predecessor thereof and people who have access to the information requested or from whom you can obtain such information.

2. The term “Concerning” or “Concern” shall mean memorializing, mentioning, to be connected with, comprising, consisting, indicating, describing, referring, relating to, evidencing,

showing, discussing or involving in any way whatsoever the subject matter of the discovery request.

3. The term “Contact” or “Communication” includes all instances in which thoughts, opinions, data or other information has been transmitted (in the form of facts, ideas, inquiries or otherwise) from one person or entity to another, whether oral, electronic, written or in any other form, including, but not limited to, conferences, conversations, correspondence, discussions, electronically conveyed messages, e-mails, facsimile transmissions, instant messaging, mailgrams, meetings, recordings, telegrams, telephone conversations, voicemails.

4. The term “Date” means the exact day, month, and year, if ascertainable, or, if not ascertainable, the best approximation thereof.

5. The term “Describe” with respect to an act, transaction, occasion, event, or communication means to give, to the extent known, the communication or transaction medium (*e.g.* in person, by telephone, by computer), the date of such act or communication, the full name and current business address of those who were present at or participated in each such act or communication, the substance and nature of each such act or communication, and the identity of each document which, in whole or in part, was the subject of such act or communication or in which such act or communication is manifested, referred to, or expressed.

6. The term “Document” or “Documentation” shall mean each and every written, recorded or graphic matter of any kind, type, nature, or description that is or has been in your possession, custody, or control or of which you have knowledge, regardless of how stored, recorded, produced, or reproduced, including but not limited to all copies, drafts, masters, non-identical copies and non-identical copies of any labels or packaging, and originals of:

advertisements, affidavits, agreements, analyses, appointment articles, audio tapes, balance sheets, blueprints, books, brochures, bulletins, cables, calendars, cassette stored information, catalogs, charts, checks, circulars, comments, compact disk stored information, computer generated information, computer printouts, computer software, computer stored information, contracts, correspondence, credit memos, data compilations of any kind, data processing, data input, data output, diaries, diskette stored information, desk pads, drafts, drawings, electronically transmitted information, e-mails, electronically stored or recorded information, films, floppy disk stored information, graphs, graphics, handwritten notes, hard-drive stored information, invoices, intraoffice communications, interoffice communications, journals, ledgers, letters, lists, magazines, markings, memoranda, microfiche, microfilm, minutes, minutes of meetings, newspapers, notes, notebooks, notices, opinions, order forms, pamphlet, paper communications, photographs, plans, promotional materials, proposals, records, recording, reports, resolutions, schedules, server stored information, shorthand recording, signed statements, sketches, specifications, statements, stenographic, studies, summaries, summaries of oral communications, surveys, tabulations, tapes, telegraphs, telexes, telephone messages, teletypes, transparencies, video tapes, voice mail, worksheets, writings, written forms of any kind, written or recorded materials of any kind, and any matters defined in Federal Rules of Evidence 1001. A “document” includes all documents appended thereto.

7. The term “each” includes the word “every” and “every” includes the word “each”. The term “any” includes the word “all” and “all” includes the word “any”. The terms “and” as well as “or” shall be construed either disjunctively or conjunctively so as to be as broad as possible.

8. The term “entity” means corporations, companies, businesses, partnerships, proprietorships, trusts, or fictitious or trade names.

9. The term “Including” shall mean including without limitation.

10. The term “Person” or “Persons” shall mean natural persons, firms, partnerships, joint ventures, government entities, social or political organizations, associations, corporations, divisions, or any other entities in any other department or other unit thereof, whether de facto or de jure, incorporated or unincorporated.

11. The term “Relating to” shall mean memorializing, mentioning, to be connected with, comprising, consisting, indicating, describing, referring, concerning, evidencing, showing, supporting, concerning, discussing or involving in any way whatsoever the subject matter of the discovery request.

12. “Identify” with respect to any corporation means to give, to the extent known: (a) its full name; (b) its place and date of incorporation; (c) its present or last known address and principal place of business; and (d) the identity of officers or other Persons having knowledge of the matter with respect to which such corporation is named.

13. “Identify” with respect to Persons means to state a Person’s full name, present or last known address, and, when referring to a natural Person, additionally, the present or last known place of employment. If the business and home telephone numbers are known to You, and if the Person is not employed by You, said telephone numbers shall be provided.

14. “Identify” with respect to any other legal entity means to give, to the extent known: (a) its full name and type of entity, *e.g.* partnership or sole proprietorship; (b) its present or last

known address and principal place of business; and (c) the identity of officers or other Persons having knowledge of the matter with respect to which such Person is named.

15. “Identify” with respect to each document means to give, to the extent known: (a) the type of document; (b) the general subject matter; (c) the date of the document; (d) the author(s), addressee(s) and recipient(s); (e) the date and manner of its distribution; and (f) the location of each copy of the document and the identity of those Persons who have possession, custody or control of each such copy.

16. “Identify” with respect to oral communications means to give, to the extent known: (a) the communication medium, *i.e.*, in person or telephonic; (b) the date of each such communication; (c) the full name and current business and residence address of those who participated in each communication; and (d) the substance and nature of each such communication.

17. To “identify” a contact or communication means to state the date of the contact or communication, the person or persons involved in, participating in, or present at the contact or communication, and the nature or type of the contact or communication.

18. To “identify” a document means to provide the following information irrespective of whether the document is deemed privileged or subject to any claim of privilege:

- (a) the title or other means of identification of the document;
- (b) the date of the document;
- (c) the author of the document;
- (d) the recipient or recipients of the document;
- (e) the subject matter of the document;

- (f) the present location of any and all copies of the document; and
- (g) the names and current addresses of any and all persons who have possession, custody or control of the document or copies thereof.

19. To “identify” a person means to state the person’s full name, present or last known address and telephone number, and present or last known business affiliation and title.

20. The singular and masculine form of any word shall embrace and shall be read and applied as embracing, the plural, the feminine, and the neuter so as to be as broad as possible.

21. The use of a verb in any tense shall be construed as the use of the verb in all other tenses.

22. “Note” means the original, wet ink Mortgage Note that is the subject of this action.

23. “Mortgage” means the original, wet ink Mortgage Instrument that is the subject of this action.

24. “Mortgage loan” means the set of the Note and Mortgage together.

25. “Defendant” means Melissa Doe.

INTERROGATORIES

1. Identify the person(s) answering these interrogatories including the name, address, telephone number, place of employment, job title and relationship to the Plaintiff.

2. Explain the process whereby the monthly payments tendered by the Defendant were collected, processed, and preserved by the Plaintiff.

3. Identify all documents that prove that the notice of default/breach letter was sent to Defendant.

4. Explain the process whereby the notice of default/breach was generated and delivered to the Defendant by the Plaintiff.

5. Regarding the Notice of Default, also known as the Breach Letter, identify the persons who drafted, signed, and placed the document into the United States Mails for delivery to the Defendant as required by paragraphs 22 and 15 of the mortgage including the name, address, telephone number, place of employment, job title and relationship to the Plaintiff and all documents evidencing actual mailing.

6. Identify all codes, abbreviations, shorthand or otherwise as found in the payment history.

7. Please describe all facts known by Plaintiff regarding how it first received possession of the note, including but not limited to whether that receipt was by one or more third parties, the date(s) when Plaintiff and third parties received the note, the described third party and person(s) who delivered the note to plaintiff, the rights Plaintiff received in the note at the initial receipt thereof.

8. If during any of the period of time that this action has been in possession of Plaintiff, that a custodian has had actual physical possession of the note, describe the name(s), addresses and the date(s) the custodian(s) had such possession.

9. If the image of the original wet ink note was scanned, recorded or documented upon

Plaintiff's (plaintiff here means plaintiff, and no other person, party or entity) receipt, identify the scanned image and describe the imaging process, including the date of imaging, the process by which the image was made and the methodology by which the image was stored.

10. If the image of the original wet ink note was scanned, recorded or documented upon Plaintiff's agents and/or representatives and/or custodian's receipt, identify the scanned image and describe the imaging process, including the date of imaging, the process by which the image was made and the methodology by which the image was stored.

11. If plaintiff is not the owner of the note, describe the name and address of the owner and identify the document that grants that owner its ownership rights.

12. Identify each and every person, whether an employee of the Plaintiff or an employee of a third party, including the name, address, telephone number and employer of each

person that had actual physical possession of the original promissory note from the date the Plaintiff first obtained physical possession of the original note.

A. Identify each time period for which each individual named herein had actual physical possession of the original wet ink note.

B. Identify all manner of logging the receipt, storage and transfer of the original wet ink promissory note.

13. Identify all documents that indicate the date, time and place of the receipt of the note.

14. Identify all documents that indicate the date, time and place of the transfer of the

note.

15. Identify all bailee letters regarding the note and the mortgage loan.

16. Identify all powers of attorney authorizing the bringing of this action.

17. Identify all filed and unfiled assignments of the mortgage.

18. Identify all filed and unfiled assignments of the note.

19. Identify all trusts in which the mortgage loan is securitized.

20. Identify all documents demonstrating payments made by the Defendant, including, but not limited to copies of the front and back of cashed checks.

21. Please describe whether at any time the Plaintiff or its agents/representatives sent the note to Deutsche Bank or its agents/representatives.

STATE OF _____

COUNTY OF _____

By: _____

Title: _____

Print Name: _____

**The foregoing instrument was sworn and acknowledged before me by
_____ who is personally known to me or
produced _____ as identification on this _____ day of
_____, 2014.**

NOTARY PUBLIC,

State of _____

Print Name: _____

My commission

expires: _____

/s/ George Gingo
George Gingo,
FBN 879533
400 Orange Street
Titusville, Florida 32796
(321) 223-1831
gingo.george@gmail.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing is being furnished by this 25th day of August, 2014 via email pursuant to the Florida Rules of Judicial Administration to Brock and Scott, 1501 N.W. 49th Street, Suite 200, Fort Lauderdale, FL 33309 via email at stephen.wilson@brockandscott.com FLCourtDocs@brockandscott.com; and to Greenspoon Marder P.A., 100 West Cypress Creek Road, Suite 700, Fort Lauderdale, FL 33309 via email gmforeclosure@gmlaw.com.

/s/ George M. Gingo
George M. Gingo, FBN 879533