

UNITED STATES OF AMERICA, ) CR 17-00101 LEK  
 )  
 Plaintiff, ) Honolulu, Hawaii  
 ) February 11, 2020  
 vs. )  
 ) JURY TRIAL - DAY 6  
 (1) ANTHONY T. WILLIAMS, )  
 )  
 Defendant. )  
 )

APPEARANCES :

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GREGG PARIS YATES, AUSA  
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Also Present: MEGAN CRAWLEY, FBI Special Agent

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United States District Court  
300 Ala Moana Boulevard  
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UNITED STATES DISTRICT COURT

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1 TUESDAY, FEBRUARY 22, 2020 8:36 A.M.

2 (Open court out of the presence of the jury.)

3 THE COURTROOM MANAGER: This is Criminal

4 No. 17-00101 LEK, United States versus Anthony Williams.

5 The matter is set -- called for a further jury trial, day  
6 6.

7 Counsel, please make your appearances for the record.

8 MR. SORENSON: Good morning, Your Honor.

9 Assistant United States Attorneys Ken Sorenson and Gregg  
10 Yates here for the United States. We have FBI Special Agent  
11 Megan Crawley with us.

12 THE COURT: Good morning to all of you.

13 Mr. Williams.

14 THE DEFENDANT: Good morning.

15 Private attorney general Anthony Williams appearing sui  
16 juris.

17 THE COURT: Good morning.

18 MR. ISAACSON: Good morning, Your Honor.

19 Lars Isaacson with Ms. Beecher and Ms. Yeung present in  
20 the courtroom.

21 THE COURT: Good morning to all of you. You may be  
22 seated.

23 Mr. Williams, you have an issue you want to bring up, and  
24 then I wanted to discuss with you a development with the  
25 jurors. All right.

1           THE DEFENDANT: It's two issues. The first one is  
2 the *Brady* rule.

3           THE COURT: Yes.

4           THE DEFENDANT: The Supreme Court in *U.S. v. Burke*  
5 stated that it would disarray the purpose of the *Brady* rule and  
6 encourage gamesmanship were they to allow the government to  
7 postpone disclosure to the last minute during trial. And this  
8 is what the prosecution has constantly done. They've dumped a  
9 lot of material that was *Brady* material for me, and I even  
10 haven't had a chance to go through all of it because up to now  
11 it's about 4,000 pages now, and they had this information five  
12 years ago and now they just dumping it on me which is clearly a  
13 violation of the *Brady* material. So I wanted to bring that  
14 issue up.

15          The second issue was the Federal Rule of Evidence 406,  
16 habit. Under this rule, it states that I can present  
17 admissible evidence of the routine practice of my business no  
18 matter where it's at as long as it's a habit that I been, you  
19 know, constantly doing over and over, then that evidence can be  
20 admissible.

21          But with you not letting my witnesses come from my other  
22 offices, that would in essence not allow me to be able to  
23 exercise this rule of my habit.

24          THE COURT: All right. So with regard to the second  
25 issue, first, you know, admissible evidence has to be relevant

1 and so the court's issued its ruling with regard to the lack of  
2 relevance of what occurred in other of your offices in other  
3 states with other regulatory agencies that may or may not have  
4 approved or permitted the activity. The issues are with regard  
5 to how you conducted yourself with regard to your clients here  
6 in Hawaii as alleged in the wire and mail fraud counts in this  
7 case.

8 So the ruling stands.

9 With regard to the first issue, though, with the *Brady*,  
10 let me hear from the government. All right?

11 MR. SORENSON: Well, Your Honor, I think at this  
12 point he'd have to articulate. We have to hear him articulate  
13 a *Brady* violation. We haven't heard that. I think he's  
14 speculating there could be a *Brady* violation. He's also said  
15 that we've been holding information for five years. He's been  
16 given everything we have when we get it in a timely fashion,  
17 other than maybe the -- his jail calls which we did turn over,  
18 which were his statements anyway.

19 So we really haven't heard anything articulated that's a  
20 *Brady* violation, Your Honor. So until something comes forward  
21 and we can address it.

22 THE COURT: Okay. And so maybe there's a confusion  
23 between *Brady* material and Jencks. Is there -- has there been  
24 a recent production with regard to Jencks or discovery?

25 MR. SORENSON: No, Your Honor, not that I'm aware

1 of.

2 THE COURT: Okay. All right. So maybe,  
3 Mr. Williams, you could help us out by explaining a little bit  
4 more about the documents you feel have been wrongfully withheld  
5 from you and when they were produced to you so that we can  
6 maybe clarify.

7 THE DEFENDANT: Well, the complaints that were filed  
8 to the DCCA, the complaints that were filed in 2014, and so  
9 they were filed in 2014, Megan Crawley got on the witness stand  
10 and testified that she got a call from the DFI criminal  
11 investigator from the DCCA about these complaints. I just now  
12 got a copy of these complaints last week or the week before  
13 last right before the first day of trial.

14 THE COURT: All right. So do you know what he's  
15 talking about with regard to that?

16 MR. SORENSON: Well, first off, I don't know how  
17 those complaints are exculpatory, Your Honor. He hasn't  
18 articulated that whatsoever --

19 MR. YATES: Yes, Your Honor. During the witness  
20 preparation, we actually did interview the Office of Consumer  
21 Protection attorney by the name of Jim Evers who indicated that  
22 he had copies of all of these complaints. This was in January.  
23 He did forward over all of those complaints. There were  
24 several dozen that were presented in these emails and then we  
25 produced them as soon as we got them. Actually there may have

1    been about a week or so lag, but we received them in January  
2    and we produced them in January.

3               THE COURT:   Okay.   And the reason for producing them  
4    then is because you only received them then?

5               MR. YATES:   Correct, Your Honor.

6               THE COURT:   And you had listed Mr. Evers also as a  
7    potential witness.

8               MR. YATES:   Correct, Your Honor, we had.   And it was  
9    in preparation for his testimony that we discovered that he had  
10   these complaints.

11              THE COURT:   Okay.   All right.   So explain to me how  
12   the late filing of that impacts you in terms of any *Brady*  
13   obligations by the government.

14              THE DEFENDANT:   Well, because now I can't call these  
15   people because these are the actual people that made a  
16   complaint.   No client made a complaint against me.   This whole  
17   thing was because Megan Crawley said a DFI criminal  
18   investigator called her and said that complaints were made  
19   against me.   Well, that's a lie.   All the complaints were made  
20   against Henry Malinay, Rowena Valdez, Anabel Cabebe, not me.

21              But they knew that those complaints were made because she  
22   testified that the criminal investigator called her from the  
23   DCCA and said We got all these complaints, so they can't claim  
24   that now they just got it in January.   They been had this back  
25   in 2014 and now you just providing it.



1           THE COURT: So when Agent Crawley took the stand,  
2 did you have those written complaints? Was that produced to  
3 you?

4           THE DEFENDANT: No, I had the complaints, but I  
5 didn't -- I just got them. I didn't -- I got them on the disc  
6 but I didn't have -- I can't print them.

7           THE COURT: Right. But you were aware of the  
8 information before Agent Crawley took the stand.

9           THE DEFENDANT: Right. But I can't question her for  
10 something I don't have access to. I can't put, you know, up  
11 any evidence. I mean, it would be pointless to try to question  
12 her on something that I don't have evidence to prove.

13          THE COURT: Well, but you had the information, so  
14 you could have asked her questions about it or asked for it to  
15 be printed out.

16          THE DEFENDANT: Well, I asked her Did -- was there  
17 any complaints filed against me. She said yes.

18          THE COURT: Okay.

19          THE DEFENDANT: So, but I didn't have the actual  
20 complaint so I could have presented them because I got them so  
21 late.

22          THE COURT: Okay. All right. So I understand I  
23 think what you're -- so I don't believe that it's *Brady*  
24 material, but I don't think you're asking for a ruling either.  
25 I think you want to put it on the record which what you believe

1 to be a *Brady* violation. Did you want me to rule on whether --

2 THE DEFENDANT: Yes, I want it on the record and --

3 THE COURT: Okay.

4 THE DEFENDANT: -- I want a ruling.

5 THE COURT: I don't see that there's a basis for a  
6 *Brady* violation because the hallmark of a *Brady* violation or  
7 the essence of the ruling that we now call *Brady* is that the  
8 government always has an obligation whenever it learns of any  
9 exculpatory evidence, it needs to turn it over to the defense,  
10 whatever timing it is in the prosecution. And that obligation  
11 always stays with the government.

12 But the hallmark of what they have to turn over is that it  
13 has to be exculpatory, it has to point to a lack of proof or  
14 some sort of evidence that would exculpate or take away any  
15 guilt or responsibility for the alleged offense.

16 The fact that other people, as you claim, did whatever  
17 you're saying in terms of offenses, that's something that you  
18 already knew about and that's, in fact, been your consistent  
19 defense in this case. They certainly turned it over when they  
20 got it. So to the extent that it is exculpatory, I don't think  
21 there was an untimeliness with it. I'm not persuaded it's  
22 exculpatory, however, that is, falls within the obligations of  
23 *Brady*.

24 So anyway, to whatever extent your motion is to either  
25 dismiss the charges based on *Brady* violations or sanctions, it

1 is denied.

2 All right. May we go on to the issue -- yes. Did you  
3 want --

4 MR. ISAACSON: I do, Judge. It has to do with your  
5 ruling yesterday. If I could just -- clarification, I  
6 would --

7 THE COURT: Yes.

8 MR. ISAACSON: Your Honor, yesterday you quashed a  
9 number of subpoenas, especially those from out of state.

10 THE COURT: Yes.

11 MR. ISAACSON: But it seemed to me -- I was just  
12 trying to -- you were reserving, perhaps, that you might  
13 change -- I don't know -- I don't want to put words in your  
14 mouth, but there might be a change depending on what the  
15 government's testimony was. And the reason I'm asking for  
16 clarification is a Mr. Channing Iwamuro over at the marshals  
17 has been working very hard with us to try to get the transport  
18 of people from Florida together, and he's always -- and he's  
19 trying to get us to give dates as much as possible.

20 THE COURT: Yes.

21 MR. ISAACSON: Because we have served and I hope the  
22 Court does know we have tried very hard to keep in contact. We  
23 sent everybody letters, I know people have called the Court.  
24 We have really tried, but he really does require as much lead  
25 time as possible.

1           So we could tell them -- I'm just trying to get  
2 clarification. Do you want us to tell them they're not coming,  
3 they don't have to come, but if there's a chance they do have  
4 to come, we would not be able to reissue the subpoenas and get  
5 them served. We could put them maybe on hold or --

6           THE COURT: I would put them on hold. Here's the  
7 thing is that Mr. Williams made the representation that those  
8 individuals -- and these are employees or former employees of  
9 his that reside in other states and Hawaii -- that they  
10 participated in meeting with clients here in Hawaii or did work  
11 for them. But to date there's been no basis for that. He  
12 hasn't asked any questions about them, we haven't seen any  
13 documents about that.

14          So before I would permit them to testify, there has to  
15 have been some sort of basis for them to be able to give  
16 testimony 'cause I'm not going to have them testify what they  
17 do in Florida with regard to Florida clients or Tennessee  
18 clients. I've already ruled that's not relevant to the claims  
19 here in Hawaii.

20          So if there is some sort of basis that you folks can  
21 either offer now in terms of a document that points to work  
22 that they've done or testimony that they've given in previous  
23 matters that has to do with work done in Hawaii for clients,  
24 I'll take a look at that. Otherwise, they're not testifying.

25          MR. ISAACSON: I understand, Judge. Just trying to

1 give instructions to the marshal --

2 THE COURT: Okay. So here's the thing. Show me by  
3 tomorrow what is the factual basis for these people that they  
4 had any ties to work done and then I'll make a  
5 ruling -- definitive ruling. If you need -- you know, if you  
6 need, you know, whether they're going to testify or not as  
7 early as possible, I'm happy to do that.

8 MR. ISAACSON: Very well, Your Honor. Before I cut  
9 them all loose, I just want to -- I'll try to confer with  
10 Mr. Williams during the day too. Perhaps we can get that to  
11 you before the end of the day.

12 THE COURT: All right. Very good. All right. I  
13 think we've resolved those issues.

14 So with regard to Juror No. 7, she's sick today. She has  
15 come in, but I don't know how sick she is. So what I propose  
16 is to have her brought in and we'll ask her if she's able to  
17 continue. She just may be feeling poorly and, you know, she'd  
18 have to sit through today and maybe tomorrow or the rest of the  
19 week and not feeling that well. Or if it's something that we  
20 should excuse her and place Alternate No. 1 in her place, I  
21 don't know.

22 So what I suggest is that we bring her in and ask her  
23 questions. Anyone have any problems with that? All right.

24 MR. SORENSON: We do not, Your Honor. Thank you.

25 THE COURT: All right. Let's take a recess then and

1 Ms. Elkington will go get Juror No. 7. Okay.

2 (A recess was taken.)

3 (Juror No. 7 entered the courtroom.)

4 THE COURT: All right. We're back on the record.

5 Let the record reflect the presence of counsel and Mr. Williams  
6 and Juror No. 7, Ms. Yung.

7 Good morning.

8 THE JUROR NO. 7: Good morning.

9 THE COURT: I'm so sorry you're not feeling well.

10 THE WITNESS: Yeah, kind of happened last night.

11 THE COURT: Not a problem. The reason that we have  
12 you here is just to find out how you're feeling and if you feel  
13 that you can sit and listen and pay attention today or if  
14 you're just feeling really poorly and would be unable to give  
15 the evidence your best attention.

16 THE JUROR NO. 7: Oh, yeah, I feel fine. It's just  
17 that occasionally I feel nauseous.

18 THE COURT: Okay. So -- go ahead.

19 THE JUROR NO. 7: Yeah. So that's about it, yeah.

20 THE COURT: So if you need a recess or anything,  
21 just either signal me or Ms. Elkington, and we can take a  
22 recess and you can rest or use the facilities or what have you.

23 THE JUROR NO. 7: Okay. Yeah.

24 THE COURT: You feel that you're well enough to  
25 continue?

1           THE JUROR NO. 7: Yeah. It's just like a common  
2 cold, but it's just I feel nauseous sometimes. Like this  
3 morning I threw up a little. But other than that I --

4           THE COURT: You're okay?

5           THE JUROR NO. 7: Yeah.

6           THE COURT: You're sure?

7           Okay. Does the government attorneys have any questions  
8 for Ms. Yung?

9           MR. SORENSON: No, Your Honor. We've suffered a  
10 little bit over here with a cold ourselves, yeah.

11          THE COURT: All right. Mr. Williams, do you have  
12 any questions for her?

13          THE DEFENDANT: No.

14          THE COURT: All right. Great. So Ms. Elkington  
15 will take you back and we'll bring in all of you together.  
16 Thank you. I hope you feel better.

17          THE JUROR NO. 7: Thank you.

18          THE COURT: If you need water or a minute or  
19 something, let us know.

20          THE JUROR NO. 7: Okay.

21          THE COURT: All right. We are in recess until the  
22 jury's brought in.

23          MR. SORENSON: Your Honor, should we bring  
24 Mr. Klevansky in?

25          THE COURT: Yes, that'd be great. Put him on the

1 stand.

2 (A recess was taken.)

3 (Open court out of the presence of the jury.)

4 THE COURT: So the jury's coming in. So we're back  
5 on the record. Record will show Mr. Klevansky's on the stand.  
6 The jury's not present. Present are counsel and Mr. Williams.

7 Mr. Williams has indicated to the court that as part of  
8 his examination of Mr. Klevansky, he would like to have him  
9 review case law and he's just provided a copy to Mr. Sorenson  
10 for his review.

11 Mr. Williams, could you let me know how you wish to use  
12 this and when do you wish to use it in your examination of  
13 Mr. Klevansky?

14 THE DEFENDANT: Well, the examination of the  
15 practice of law in federal courts and what does the law  
16 actually states regarding that, what the Congress has actually  
17 passed in regards to who can actually go in court and  
18 represent, who can represent, how can they be represented, and  
19 by what means can they be represented.

20 THE COURT: Okay. And do you have like a reference  
21 number or, Mr. -- do you have it?

22 THE DEFENDANT: It's the First Judiciary Act of 1789  
23 which was the precursor to Title 28 U.S.C., 1654.

24 THE COURT: All right. And so you have that in  
25 front of you, Mr. Sorenson?



1 MR. SORENSON: Your Honor, this appears to be --

2 THE COURT: If you could bring the microphone by you  
3 that'd be -- or --

4 MR. SORENSON: I'm sorry, Your Honor. It appears to  
5 be a statute that I can't readily identify and it does discuss  
6 representation of individuals and their right to represent  
7 themselves. But there's a whole text of the statute in here  
8 and I'm not sure if it's still a -- if it's a statute that's  
9 been amended or what, but I don't know that it's relevant at  
10 all to this witness. He hasn't -- he hasn't given evidence  
11 about Mr. Williams's right to represent himself or to represent  
12 others whatsoever. He's -- he's been talking about  
13 creditor/debtor rights.

14 THE COURTROOM MANAGER: Please rise for the jury.

15 (Open court in the presence of the jury.)

16 THE COURTROOM MANAGER: This is Criminal  
17 No. 17-00107 LEK, United States of America versus Anthony T.  
18 Williams.

19 The case has been called for a further jury trial, day 6.  
20 Counsel,

21 MR. SORENSON: Good morning, Your Honor.

22 Assistant United States Attorneys Ken Sorenson and Gregg  
23 Yates here for the United States. We have Special Agent Megan  
24 Crawley with FBI with us.

25 THE COURT: Good morning to all of you.

1 Mr. Williams.

2 THE DEFENDANT: Good morning.

3 Private attorney general Anthony Williams appearing sui  
4 juris.

5 MR. ISAACSON: Good morning, Your Honor.

6 Lars Isaacson, standby counsel, with Ms. Beecher  
7 assisting.

8 THE COURT: All right. Good morning to all of you,  
9 and good morning, ladies and gentlemen. Welcome back.

10 Mr. Klevansky's on the stand. Mr. Williams, I believe you  
11 were questioning him.

12 **SIMON KLEVANSKY, PREVIOUSLY SWORN, RESUMED THE STAND**

13 CROSS-EXAMINATION RESUMED

14 BY THE DEFENDANT:

15 Q Mr. Klevansky, are you familiar with the bankruptcy  
16 of the United States in 1933?

17 A I don't know that there was a bankruptcy of the  
18 United States in 1933, so I guess I would have to say no, I'm  
19 not familiar with it.

20 Q Okay. Are you familiar with the year that the  
21 Federal Reserve was created?

22 A I do not recall the year when the Federal Reserve  
23 was created.

24 Q Do you know the year that the IRS was created?

25 A Hmm? Well, I think -- wasn't it in 1916 that they

1     adopted an income tax? I don't know whether that was the year  
2     the IRS was actually created or not.

3             Q       It was close, 1913.

4                     Do you know when the Housing and Urban Development  
5     that controls all the mortgages, do you know what year that was  
6     created?

7             A       I do not know when they separated out the Housing  
8     and Urban Development as a separate agency, if you will.

9             Q       And do you know what the purpose of HUD is?

10            A       There are probably a variety of purposes, but I  
11     could not recite those purposes.

12            Q       Do you know the main purpose or just like one  
13     purpose of why HUD was set up in 1934?

14            A       I do not know the main purpose in 1934.

15            Q       What about the Fair Housing Act when that was passed  
16     in 1937? Are you familiar with what the Act stated in regards  
17     to mortgages and how homeowners would be able to obtain  
18     mortgages?

19            A       I do not know what the Fair Housing Act of  
20     1934 -- is that what you said? I do not know what the purpose  
21     of that Act was at that time.

22            Q       Okay. Are you familiar with the term adverse  
23     possession?

24            A       Yes.

25            Q       What is adverse possession?

1           A       Adverse possession in law is a doctrine, as I've  
2    seen it, that when a homeowner -- a property owner, in effect,  
3    permits someone else to reside or have possession of the  
4    property -- of the owner's property for some period -- I think  
5    in Hawaii it may be 10 years -- without objection, I think it  
6    may be deemed that they have, in effect, surrendered an  
7    interest in that property to that person. That's my  
8    understanding of adverse possession.

9           Q       Okay. So --

10          A       There may be other meanings that you're referring  
11   to. I can't say.

12          Q       Right, 'cause it's adverse. So if, say, I saw a  
13   property, say the property was valued at a million dollars, no  
14   one's occupying that property, and I filed the documents to  
15   adverse possess that property, is that according to law I could  
16   do that under the adverse possession law?

17          A       Well, merely filing a document because no one is in  
18   it doesn't really give you that right. I -- what I was saying  
19   is that in my recollection of the doctrine is that if you were  
20   to, in fact, occupy premises, you know, for a period, I think  
21   it's 10 years, without the owner taking any -- having any  
22   objection to your doing so, then you may be able to start a  
23   proceeding that, in fact, they surrendered some possessory  
24   interest to you. But that -- that's my recollection. I  
25   haven't worked with the doctrine for many years.

1           Q       So have you seen the type of form that one would  
2 have to file in order to start the adverse possession  
3 proceeding?

4           MR. SORENSON: Your Honor, objection. Relevance.

5           THE COURT: Well, how is this relevant to --

6           THE DEFENDANT: Well, it's talk about the mortgages  
7 and how you can get a mortgage without going through the  
8 conventional what they're saying way and this is one of the --

9           THE COURT: Okay. So you want to ask him if you can  
10 get a mortgage through adverse possession?

11          THE DEFENDANT: Right, you can get a home through  
12 adverse possession.

13          THE COURT: You can get a home or a mortgage?

14          THE DEFENDANT: Well, a mortgage, but you can  
15 actually take possession of the house, the home through adverse  
16 possession without getting a loan from a bank or something like  
17 that. That's a law that is called adverse possession. But you  
18 got to know the, you know, proper paperwork that you have to  
19 file. So I'm questioning him on the procedures on -- in doing  
20 that 'cause I've done a lot of adverse possessions.

21          THE COURT: But is there any that was involved in  
22 Hawaii?

23          THE DEFENDANT: Yes.

24          THE COURT: And involved in the claims that the  
25 government has made?

1 THE DEFENDANT: Well, yes.

2 THE COURT: Okay. So --

3 MR. SORENSON: Your Honor, perhaps we could have a  
4 proffer on that. We have not heard that. There has been no  
5 adverse possession in this case that we're aware of.

6 THE COURT: Who does that relate to, which one of  
7 the people that the government has alleged that --

8 THE DEFENDANT: I mean, they just put 200 victims.  
9 They didn't name all of them, but none of them were victims.  
10 But since they really didn't do an investigation on what I was  
11 really doing, they don't know what I did to help people stay in  
12 homes or people that were evicted, how I got them another house  
13 so they family can stay in. So they don't know what I did  
14 'cause they really didn't do a thorough investigation.

15 THE COURT: So of the allegations of mail and wire  
16 fraud, did that include people that you obtained property for  
17 by adverse possession?

18 THE DEFENDANT: Yes.

19 THE COURT: Okay. So you can ask him -- so his  
20 testimony so far is that adverse possession is recognized under  
21 the law, that you can't file any paperwork for it. You have to  
22 have a certain period of time that you establish that you have  
23 possessed the property knowingly, notoriously, et cetera.

24 All right. So you want to ask him if you can get mortgage  
25 through adverse possession?

1           THE DEFENDANT: Well, if someone could obtain a  
2 property through adverse possession and by obtaining that  
3 property, whoever got it for them they could pay them, you  
4 know, rent for getting them a home, for getting that property  
5 through the, you know, adverse possession --

6           THE COURT: Okay. All right. So I'm overruling the  
7 objection. So you can ask him about the relationship between  
8 adverse possession and filing a mortgage on the property.

9           THE DEFENDANT: Okay.

10          THE COURT: All right. Mr. -- so ask Mr. Klevansky  
11 a question.

12          Q        (BY THE DEFENDANT:) Okay. One of the provisions  
13 under the adverse possession law, it states that if you take  
14 possession of a property, you can pay the back taxes. Are you  
15 familiar with that aspect of it where if the property owner  
16 haven't paid the taxes, that if you go pay the taxes you can  
17 adverse possess that property? Are you familiar with that?

18          A        I don't recall that provision. If there's a  
19 particular statute that you'd like me to look at, I'd be happy  
20 to talk of the statute. But I have no recollection of the  
21 issue of who's paying the taxes. I could see how that could be  
22 part of the claim, but I don't have any specific recollection  
23 of that provision.

24          Q        Okay. So you really not real versed in that aspect  
25 of adverse possessing property or anything like that?

1           A       Well, adverse possession comes up -- I will say  
2   this -- it comes up seldom in my practice. But as I say, my  
3   understanding is that before you can claim adverse possession,  
4   you have to, if my recollection's correct, have occupied the  
5   property adverse to the actual real property owner for  
6   approximately I think 10 years. Then you can seek to by a  
7   proceeding to claim adverse possession. That's my  
8   understanding of how it works.

9           Q       Have you ever went on, logged on, or researched the  
10   HUD website?

11          A       Not that I can recall.

12          Q       So are you aware that all the mortgages in the  
13   United States are actually owned by HUD?

14          A       I am certain that all the mortgages in the United  
15   States are not owned by HUD.

16          Q       So you never went on a HUD website to research that?

17          A       I -- well, I have not searched the HUD website, but  
18   I'm saying, however, is I am certain that your statement that  
19   all of the mortgages belong to HUD is an incorrect statement  
20   because there are many other parties that hold mortgages other  
21   than HUD.

22          Q       And what are you basing that on? Are you basing  
23   that on a actual law that was passed with the HUD Act and the  
24   FHA Act, or are you basing that just on your experience as an  
25   attorney just how you normally do things? Are you basing it on



1 actual research, like I've done?

2 THE COURT: Okay. So what question do you want to  
3 ask him? What does he base it on?

4 Q (BY THE DEFENDANT:) What are you basing it on?  
5 What facts and what law are you basing that on?

6 A Well, in my experience as an attorney, I have  
7 represented the owners, the holders of mortgages, you know,  
8 in -- in a -- one of the bankrupt -- two bankrupt cases I can  
9 think of right now that I've handled, one for a trustee, one  
10 for a private debtor, larger enterprise. In each of those  
11 the -- my client owned the mortgages, held mortgages on other  
12 properties.

13 And so in the one case, you know, we held 19  
14 mortgages on various home sites in South Kona, and in another  
15 case we -- you know, on behalf of a trustee, we held, if I  
16 recall correctly, probably between 20 and 40 second mortgages  
17 on properties in -- primarily on Maui.

18 So it was -- so I in many of those cases represented  
19 the owner of the property and those -- the ownership, the  
20 client's ownership was recognized in a variety of judicial  
21 proceedings. So it's, you know -- now over the course of years  
22 I've represented other, you know -- other parties who owned  
23 individual mortgages. I have also -- in the bankruptcy  
24 practice I have examined the claims of private parties who are  
25 creditors of the estate who held mortgages to test whether they

1 legitimately held the mortgages and therefore were entitled to  
2 be paid out of the proceeds of the property.

3 And so I've satisfied myself from examining all the  
4 pertinent real property records, title reports that indicate  
5 who was the holder of various properties.

6 Q Now, when you say ownership, what do you mean about  
7 owner of the home? Because there's different meanings. So  
8 what --

9 A Well, actually -- I'm sorry. I didn't mean to  
10 interrupt. Go ahead. You were asking a question.

11 Q No. What do you mean by the term owner or ownership  
12 of the home? What do you mean?

13 A Well, I was referring to the holder of the mortgage.  
14 Your initial -- your last question was whether HUD or other  
15 parties owned the mortgage, and I was responding that mortgages  
16 are frequently regularly held by private parties, whether they  
17 be lenders or other individuals or other parties.

18 There may be others that are held by HUD, but  
19 more -- your original question was whether all mortgages are  
20 held by HUD and I said I'm certain that's not true because I'm  
21 familiar with multiple mortgages that are not owned by HUD.

22 Now, the current question you're asking me is what  
23 do I mean by home ownership. That's a different question. The  
24 answer to that is title to real property in a homeowner as we  
25 typically refer to as a homeowner is one who has title to the

1 property with the home on it. That's -- you know, and when  
2 you -- if you want to buy a house, you go out in the market  
3 and, you know, however you deal with a real estate agent,  
4 whatever, you pick out the home, you get the financing and you  
5 become the owner.

6 Now, ownership of the home is governed by state law,  
7 and it is recorded actually in -- with regular -- what's called  
8 Regular System property in the Bureau of Conveyances. And so  
9 if you do a title report on any particular home, any particular  
10 address, if you will, the title company will issue a report  
11 indicating who or what company -- but who individually holds  
12 title to the property.

13 When you buy a property, you know, part of what you  
14 do is you get a title report to make sure that when your  
15 purchase is complete, you are the owner of the property. So  
16 when I refer to the owner of the property, it is the person who  
17 under Hawaii law, Hawaii's recordation system, is, you know,  
18 held to be the owner of the home.

19 Q So if they got a title, could anyone come outside of  
20 that title and take that home from them?

21 A Could anyone come and take the title from them? No.  
22 You know, anyone could not. They would have to demonstrate  
23 some recognizable legal interest in the property, like a  
24 mortgage, or if a homeowner has a judgment entered against them  
25 for moneys and records the money judgment, then Hawaii law

1 grants a -- you know, the party holding the judgment, called a  
2 judgment creditor, a lien against the property. So those are  
3 parties who could have or obtain a lien on the property.

4 Now, having a lien itself does not simply allow them  
5 to take the property from the owner. Then what they would have  
6 to do is commence a proceeding in -- generally today in court,  
7 state court or federal court to foreclose the mortgage or to  
8 foreclose the lien, and the court would determine if it has a  
9 valid lien. And if it is a valid lien and if there's moneys  
10 owed and there's been a default, then the court could order the  
11 property sold to satisfy the lien.

12 Q Okay. So once a person, say, takes out a loan with  
13 the bank and they file all the closing papers, they sign, and  
14 they say, Mr., you know, So and So, Ms. So and So, now you are  
15 the owner of this home -- so once they hand them the copy back  
16 of the mortgage and, you know, the note, so are they the  
17 homeowner of that home right then?

18 A They meaning the person who has purchased it?

19 Q Right.

20 A Yes, they're then the owner of the home.

21 The -- yes.

22 Q How would they be the owner if they still -- the  
23 mortgage is still in the bank's name? They still have to make  
24 their payment, so they're still not the owner although they're  
25 residing, correct? They're still making payments so they don't

1 actually own the home, correct?

2 A Well, Hawaii law recognizes that party, that person  
3 as the person with title to the property, that person is the  
4 homeowner. It is true that they have a mortgage -- there is a  
5 mortgage on the property. If they don't meet the terms of the  
6 mortgage, then they -- if they default under the mortgage, the  
7 lender, most typically the lender, can commence a foreclosure  
8 proceeding to, in effect, liquidate their lien into the  
9 proceeds of the house.

10 But until that is done, the homeowner is the person  
11 who owns or has title and typically, as you say, resides in the  
12 property. So they are under Hawaii law the owner of the  
13 property. I don't think there's any ambiguity about that.

14 Q Well, the reason why I'm asking that because on  
15 every mortgage -- now, you familiar with how a mortgage -- the  
16 written, the language in the mortgages, correct?

17 A Yeah. There're different ways they're written, but  
18 generally speaking I'm familiar with language in the mortgages.

19 Q Okay. Now, in my 17 years of doing mortgages and  
20 foreclosure assistance, I've never seen one mortgage that has  
21 the word --

22 MR. SORENSON: Objection, Your Honor.

23 THE DEFENDANT: I'm fixing to ask him a question.

24 MR. SORENSON: Form of the question, testimony.

25 THE COURT: Let him finish his question. So what's

1 your question?

2 Q (BY THE DEFENDANT:) In the 17 years that I been  
3 doing this and looking at mortgages, I've never seen the term  
4 homeowner on any mortgage. Have you ever seen the term  
5 homeowner on any mortgage that a homeowner has?

6 THE COURT: Okay. So the objection is sustained.  
7 So you can't tell him what your experience is 'cause he's not  
8 going to testify about that. But you can ask him if he's ever  
9 seen the term homeowner on the -- on the -- on a mortgage.

10 Q (BY THE DEFENDANT:) Have you ever seen the term  
11 homeowner on any mortgage?

12 A No.

13 Q Is the term tenant in entirety on the mortgage?

14 A No. Generally the term for the -- the term -- the  
15 owner of the property in a mortgage is referred to as the  
16 mortgagor because the nature of the mortgage is that the  
17 homeowner, whether they be held -- whether it is held by a  
18 couple in common or as tenants by entireties, however they are  
19 holding it, in granting a mortgage is called the mortgagor  
20 under the mortgage.

21 Where you see the -- their title is in the deed by  
22 which they acquired the title. And the deed is  
23 recorded -- actually the deed is recorded in the Bureau before  
24 the mortgage is recorded, and the deed identifies the owner of  
25 the property as actually what's called typically the grantee.

1 They have been granted by a prior owner title to the property,  
2 and the deed identifies them as the grantee in whatever manner  
3 they held it. They may be holding it as a couple in tenants by  
4 the entirety.

5 Q So what is a tenant?

6 A Well, tenant is used in a variety of ways. It's  
7 probably -- frankly, it's kind of a -- kind of a medieval term.  
8 The -- how it is used today in deeds may be the person in  
9 possession. I -- you know, under -- under leads -- excuse  
10 me -- leases and under rental agreements, it's meant to be  
11 someone who is simply renting a property.

12 But in deeds, when you talk about a  
13 tenant -- tenants in severalty, which means multiple people  
14 without any particular relations between them, or tenants in  
15 common, which relates to what happens, how they share it, or  
16 tenants by the entirety which is primarily in a case of marital  
17 partners, but not necessarily so, it really just refers to  
18 those that are holding the title to the property. So it's used  
19 in different ways.

20 Q So in your experience is there a way that when  
21 someone so-called purchases a home, that after they pay for  
22 however long -- 30, 40, whatever the so-called mortgage  
23 is -- is there ever a point where they can stop paying, period,  
24 and they own the home?

25 A Well, again, they own the home from the beginning.

1 But the question is when can they stop paying and the answer is  
2 when they paid off the mortgage. I would add that we all have  
3 to pay -- if you're a homeowner, you also have to pay real  
4 estate taxes, real property taxes. That doesn't end.

5 But -- but when you've paid your mortgage, when  
6 you've completed payment on the mortgage, whether it be  
7 30 years, 15 years, or another term, the mortgage -- mortgagee,  
8 the mortgage company, the lender, is obligated to file a  
9 release of that mortgage so it is no longer an encumbrance, a  
10 lien on your property.

11 Q Well, one of the things that I did for a lot of my  
12 clients is --

13 THE COURT: Okay. So you can't say what you do.  
14 You want to ask him a question about the law or his opinions.

15 THE DEFENDANT: Well, 'cause I have to state it so  
16 he can kind of understand the question.

17 THE COURT: No. Just no testifying. Just ask him  
18 the question.

19 Q (BY THE DEFENDANT:) Have you experienced where  
20 someone that's very versed and learned in the law know how to  
21 remove the property tax from a homeowner's home where they no  
22 longer have to pay property tax?

23 A Property tax is what's called a paramount lien in  
24 the state of Hawaii. So I don't know of a circumstance where  
25 a -- the property is released of the obligation to pay property



1 taxes. A person can cease paying the property taxes in which  
2 case the county will foreclose this statutory lien. So I'm not  
3 familiar with a way that a property -- that a property can be  
4 released of the obligation to pay property taxes.

5 Q So you've never done any research regarding that  
6 then?

7 A I think that's fair to say, I have not researched  
8 that.

9 Q Okay. So you haven't seen the law that states if  
10 you use your property as a place of education or science, that  
11 it could be removed from the rolls of property tax? You've  
12 never read that, you never seen that, researched that?

13 A Well, that's an interesting question. You know, I  
14 don't do a lot of nonprofit work. What I mean that is my  
15 clients, you know, charitable organizations. So if there is  
16 a -- an exception for, you know, whether it be Salvation Army  
17 or a church and they're released or relieved of property tax  
18 obligations, I have not worked with that.

19 Q Okay. What is the Federal Reserve?

20 THE COURT: Okay. So what's the relevance of the  
21 Federal Reserve Bank to issues in this case?

22 THE DEFENDANT: 'Cause this is the organization that  
23 controls all the mortgages in America, then they're the ones  
24 that issue the money for all of the mortgages.

25 THE COURT: Okay. So you want to know from

1 Mr. Klevansky if he agrees that the Federal Reserve Bank  
2 controls all the mortgages?

3 THE DEFENDANT: And I want to know what -- does he  
4 know about the Federal Reserve.

5 THE COURT: Well, first, I think let's start with  
6 that premise, okay? Because -- all right.

7 So the question to you, Mr. Klevansky, is does the Federal  
8 Reserve Bank control all the mortgages in the United States?

9 THE WITNESS: No.

10 THE COURT: Okay.

11 THE WITNESS: My answer is no.

12 Q (BY THE DEFENDANT:) Okay. What is the purpose of  
13 the Federal Reserve?

14 THE COURT: Okay. Now -- so now we're going astray  
15 and I'm going to rule that it's not relevant because of his  
16 answer. It doesn't apply to mortgages.

17 THE DEFENDANT: Okay. So --

18 THE COURT: So you can ask him a question in another  
19 area.

20 Q (BY THE DEFENDANT:) So when someone goes to a bank  
21 to make a mortgage loan, who is the governing body for that  
22 bank?

23 THE COURT: Okay. So you're talking about a  
24 federally insured bank?

25 THE DEFENDANT: Any bank. I don't care what bank it

1 is.

2 Q (BY THE DEFENDANT:) Any bank in America, who  
3 governs -- what agency governs all banks in America?

4 A Banks are subject to a variety of regulatory  
5 agencies and oversight most typically because most -- most, you  
6 know, federally chartered banks are -- as most of us kind of  
7 recall that deposits in federal banks are guaranteed by the  
8 various agencies up to a hundred thousand or maybe higher now,  
9 two hundred thousand, whatever it is. And as a trade-off for  
10 the guarantee that the federal savings and loan agency  
11 provides, the agency that provides the guarantees is entitled  
12 to audit banks regularly and satisfy itself that the bank has  
13 enough capital to be making loans and taking deposits.

14 So if you ask me what bank -- what has oversight, I  
15 would say the guarantee agencies are the ones that regularly  
16 typically I think, you know, do -- send auditors into the banks  
17 to examine whether they're protective of their deposits because  
18 otherwise the United States is at risk on its guarantees.

19 Now, the Federal Reserve has -- you know, and I  
20 don't profess to be an expert in the Federal Reserve -- it has  
21 a different role to play in -- as a, if you will, as a national  
22 bank, and that's -- I think it's been publicly stated that it  
23 has a couple of missions. One is to make sure there is enough  
24 currency and credit in circulation for purposes of the economy,  
25 and to, you know, enhance growth of the economy by encouraging

1 employment. And in doing that, it has certain rights to adjust  
2 what's called the bank discount rate, the rate at which banks  
3 can borrow money from the Federal Reserve. And the rate the  
4 banks can borrow the money from the Federal Reserve has kind of  
5 a downstream effect on how much banks themselves, you know --  
6 what interest rate they will charge to their customers.

7           So they plainly have an influence on the banks.  
8 There is a -- during the crisis, the financial crisis of 2008,  
9 they developed a concept of testing the banks for whether the  
10 banks were taking undue risks to put themselves -- to put the  
11 banks at risk and, therefore, their customers and the economy  
12 at risk. So they -- if you will, by mandating those tests,  
13 they -- you could say they played some sort of regulatory role.  
14 It's really kind of somewhat far afield from the way mortgages  
15 per se are issued on a day-to-day basis, but I think that's the  
16 role the Federal Reserve plays.

17           Q       So do you know of any bank that's not under the  
18 Federal Reserve?

19           MR. SORENSON: Your Honor, I'm going to object again  
20 on relevance and I think we've gone into the territory of  
21 Rule 403. This is --

22           THE DEFENDANT: No. I mean --

23           MR. SORENSON: -- interesting, but at the same time  
24 I think the probative line of this line of evidence is  
25 substantially outweighed by the danger of confusion of the

1 issues, waste of time. I don't know where this is going.

2 THE COURT: All right. Sustained. Ask another  
3 question.

4 Q (BY THE DEFENDANT:) All right. You said in law  
5 school -- did you learn the Constitution in law school?

6 A We did study the Constitution.

7 Q Okay. And so you are familiar with Article I,  
8 Section 10, Clause 1?

9 THE COURT: No, so that's not relevant. How is that  
10 relevant to the issues?

11 THE DEFENDANT: It's relevant to what -- how the  
12 mortgages banks are making mortgage loans and what they're  
13 loaning, what type of money they're using. That's relevant  
14 because this is one of the things I --

15 THE COURT: Okay. So this is beyond the scope of  
16 the direct, so -- and the court finds that it's outweighed, the  
17 403 analysis. Minimal relevance is outweighed by waste of time  
18 and relevance. So ask another question.

19 Q (BY THE DEFENDANT:) So, Mr. Klevansky, do you know  
20 of any law that states a homeowner cannot file a lien on their  
21 own property?

22 A No.

23 Q Do you know of any law that says a homeowner can  
24 file a mortgage themselves -- mortgage their own selves with  
25 their own property? Do you know of any law?

1           A       No.

2                   THE DEFENDANT:   Okay.   I have no more questions.

3                   THE COURT:   All right.   Thank you.   Any redirect?

4                   MR. SORENSON:   Yes, Your Honor.   Thank you.

5                               REDIRECT EXAMINATION

6   BY MR. SORENSON:

7           Q       Mr. Klevansky, I'll just follow up right there.

8   You were just asked if you knew of any law that prevented a  
9   landowner or homeowner from filing a lien on their own  
10   property; is that correct?

11                   THE COURT:   Yes, that's what he just asked.   We all  
12   heard that.   Ask the question.

13           Q       (BY MR. SORENSON:)   Would filing a lien on your own  
14   home make any legal sense whatsoever?

15           A       No.   It would have no meaningful -- it would have no  
16   meaning.   You can file the paper, but there wouldn't have any  
17   consequence.

18           Q       Right.   And I'm going to show you what has been  
19   introduced as Government's -- or excuse me -- as Defendant's  
20   Exhibit 2080.   Do you remember this note that you were shown?

21           A       Right.   Is it in a volume I have in front of me?

22           Q       The Exhibit 2080 I'm not sure if you still have it.  
23   I'm going to put it up on the screen once I ask for permission  
24   to publish, Your Honor?

25                   THE COURT:   You may.

1 THE WITNESS: I see it in front of me.

2 MR. SORENSON: Okay. Your Honor, is it published?

3 THE COURT: Yes, it is.

4 MR. SORENSON: Thank you.

5 Q (BY MR. SORENSON:) Mr. Klevansky, this particular  
6 note that you were questioned on during cross-examination, I  
7 think there was a question about assignment of the note; is  
8 that correct?

9 A Yes.

10 Q And do you see at the top right here I've got a  
11 highlighted section with the underline just to direct your  
12 attention? This indicates the borrower certainly has the right  
13 to also assign the note, but it says lender needs MLD Mortgage  
14 and its successors and assigneds. Do you see that?

15 A See that.

16 Q Does this note then contemplate the assignment of  
17 this note?

18 A Yes.

19 Q All right. And I'll direct your attention to the  
20 last page. You recall Mr. Williams asking about this?

21 A Yes.

22 Q And indeed, was this note assigned by MLD Mortgage?

23 A Yes, it appears it was.

24 Q And does it appear to have been assigned to Bank of  
25 America?

1           A       Yes.

2           Q       And is there anything in your opinion that's  
3 improper about the assignment of this note?

4           A       No.

5           Q       And you've talked about the assignment of mortgages.  
6 Does that come along with the assignment of the note normally?

7           A       Absolutely.

8           Q       And is there anything that would invalidate a  
9 mortgage if there had been an improper assignment of a note?

10          A       No. If the -- as I testified yesterday, if the  
11 assignment is incorrectly done or invalid, it would simply mean  
12 that the mortgage -- the note and mortgage were -- are still  
13 held by the original lender.

14          Q       So you were asked about robo-signing. Do you  
15 remember that?

16          A       Yes.

17          Q       And would -- even if there was robo-signing in any  
18 of the mortgages in this case, would that invalidate the  
19 underlying mortgage or the obligation to pay that mortgage?

20          A       No, not at all. I mean, the -- remember, the whole  
21 reports of robo-signing occur in the assignment process. When  
22 one buys a home, there's never a robo-signer. You go to the  
23 escrow office or you go to the bank or the real estate office  
24 and it's a one person and one notary public, and that is where  
25 the original documents are signed and the original documents



1 are recorded by escrow here in Hawaii in the Bureau of  
2 Conveyances.

3 Q Would any fraud in this process of assignment give  
4 somebody like Mr. Williams the right to go and discharge a  
5 prior mortgage of a third party?

6 A No.

7 Q And did we see that with these UCC financing  
8 statements, the one you saw from the Asuncions?

9 A Anything that purports to cancel an outstanding  
10 existing note and mortgage in favor of a third party has no  
11 legal effect whatsoever.

12 Q So if Mr. Williams told people that their mortgages  
13 were going to be discharged by the filing of this UCC financing  
14 statement, would that be true or false?

15 A It would be false.

16 Q Can homeowners in any way unilaterally cancel or  
17 null and void their mortgages?

18 A They cannot.

19 Q Okay. And if there is fraud or something like that,  
20 do homeowners then have some recourse?

21 A Yes.

22 Q And what would that be?

23 A If there is fraud in some manner, they can file an  
24 action, file a complaint in state court or federal court as the  
25 case may be, explaining the nature of the fraud, alleged fraud,

1     claimed fraud and how they've been damaged.

2           Q       And if a court agreed with them and said, "Yes,  
3     that's true," would the court then have the authority to null  
4     and void a mortgage?

5           A       The court would have the authority to -- it would  
6     have the authority to null and void the mortgage or to provide  
7     whatever other remedy the court determined to be appropriate.

8           Q       Mr. Williams asked you about adverse possession. Do  
9     you require that -- do you remember that?

10          A       Yes.

11          Q       Adverse possession, obviously, I think you indicated  
12     you're not an expert on that; is that correct?

13          A       That's correct.

14          Q       Do you recall an adverse possession interest having  
15     to be open and notorious?

16          A       Yes.

17          Q       Hostile?

18          A       Yes, hostile is a -- it's a legal term. You don't  
19     have to be carrying a pitchfork. I mean, it's -- it means you  
20     have to do it in the face of the owner, I mean. It doesn't  
21     require a violent action.

22          Q       And generally does it come up in the context of  
23     things like easements or somebody claiming rights to a  
24     property?

25          A       Yes.

1           Q       Okay. What about in mortgages? Is this -- can you  
2 get an adverse possession to a mortgage?

3           A       No, because there's no -- the mortgage is not  
4 a -- it comes up in the context of possessory actions,  
5 possessory interests, and a mortgage is not a possessory  
6 interest. It's merely a legal lien, and so you filing a  
7 mortgage of whatever character is not adverse possession,  
8 cannot be adverse possession.

9           Q       Now, Mr. Williams directed your attention to the UCC  
10 financing statement. Do you recall that?

11          A       I -- I recall actually originally you directed my  
12 attention.

13          Q       Right. But he had asked you a question, I believe,  
14 about the fact that -- that the Asuncions had -- or the  
15 agreement had stated that the Asuncions had -- you could  
16 contact them to find out where the signature was, if a  
17 signature was required? Do you remember that?

18          A       Yes.

19          Q       All right. And you testified earlier about the  
20 purpose of the notice statute for items that are filed with the  
21 Bureau of Conveyances. You remember that?

22          A       Uh-huh.

23          Q       And so does the Bureau of Conveyances require the  
24 signature on documents that convey an interest in property?

25          A       Yes.

1 Q Okay. And is that usually a notarized signature?

2 A It must be a notarized signature. To convey an  
3 interest in -- when you say property, you mean real property,  
4 that is, land or home -- yes, to create a lien, a consensual  
5 lien, that is, if somebody is to give a mortgage -- is to give  
6 an interest in real property, it must be by notarized  
7 signature.

8 Q So individuals that are doing a title check on this  
9 property, should they have to go and seek out third parties to  
10 find out if a document's valid?

11 A No, it's in the record. You typically order a title  
12 search and they will give you a -- several pages of what may be  
13 claims or interests in the property.

14 MR. SORENSON: Your Honor, may I have just a moment?

15 THE COURT: You may.

16 MR. SORENSON: Your Honor, that's all the questions  
17 I have. Thank you.

18 THE COURT: All right. Thank you, Mr. Klevansky.  
19 You are excused as a witness. Please don't discuss your  
20 testimony --

21 THE WITNESS: Thank you.

22 THE COURT: -- with anyone until the conclusion of  
23 the trial. Good day, sir.

24 Mr. Yates, your next witness.

25 MR. YATES: Yes, Your Honor. The government will be

1 calling Mr. Micah Bump.

2 **MICAH NICHOLAS BUMP, GOVERNMENT'S WITNESS, WAS SWORN**

3 THE COURTROOM MANAGER: Thank you.

4 Please state your name and spell your last name for the  
5 record.

6 THE WITNESS: My name is Micah Nicholas Bump,  
7 B-u-m-p.

8 THE COURT: Your witness.

9 THE DEFENDANT: I'm going to object to this witness  
10 because, as you stated, he has nothing to do with Hawaii, he's  
11 not here in Hawaii, has nothing to do with the charges that  
12 they alleged.

13 THE COURT: If you're addressing the court, you need  
14 to stand up.

15 THE DEFENDANT: That he is not -- has nothing to do  
16 with Hawaii, doesn't know any of my clients here, hasn't talked  
17 to any of my clients, knows nothing about what I've done with  
18 anybody here.

19 THE COURT: All right. So that's your objection.

20 Mr. Yates?

21 MR. YATES: Yes, Your Honor. The MEI mortgages all  
22 purport to have a company on them with an address that Mr. Bump  
23 is the property manager for, and we are -- and we are  
24 presenting Mr. Bump to indicate that the company that is  
25 purportedly on the MEI mortgages is not actually or was not

1 actually occupying that property.

2 THE COURT: So it's for the address as opposed to  
3 any of the underlying documents?

4 MR. YATES: Correct, Your Honor.

5 THE COURT: All right. So your objection's  
6 overruled.

7 All right. Your witness.

8 MR. YATES: Yes, Your Honor.

9 THE COURT: But it's limited to that area.

10 MR. YATES: Of course, Your Honor.

11 DIRECT EXAMINATION

12 BY MR. YATES:

13 Q Mr. Bump, can you please explain to the jury what it  
14 is that you do for a living?

15 A I am an attorney and I also own some property in  
16 Washington, D.C.

17 Q Okay. Do you own a property on 3rd Street NW?

18 A I do.

19 Q Okay. What is the address of that property?

20 A 6230 3rd Street NW, Washington, D.C., 20011.

21 Q And when did you acquire that property?

22 A Purchased it in 2012.

23 Q Can you please briefly explain to the jury or  
24 describe for the jury the property at 6230 3rd Street NW?

25 A Sure. It's a corner building, two stories. It has

1 first level retail and second -- second floor office, small  
2 office suites on the second floor.

3 Q How many suites do you have on the second floor of  
4 that property?

5 A Fourteen.

6 Q Are the suites numbered?

7 A Suites are.

8 Q And is one of those suites No. 5?

9 A Yes.

10 Q From 2012 to 2015, who occupied Suite 5?

11 A It was occupied -- the woman who signed the lease,  
12 her name was Dorita Dixon and she had -- she signed in her  
13 personal capacity and she had a business there called the  
14 Institute For Spiritual Enlightenment.

15 Q And what do you understand the line of business  
16 Ms. Dixon was in?

17 THE DEFENDANT: Objection. That's hearsay.

18 THE COURT: Overruled. Asking for his personal  
19 knowledge.

20 You may answer.

21 THE WITNESS: It was a spiritual group. Individuals  
22 would meet and they would have a spiritual engagement in the  
23 suite.

24 Q What, if anything, did the lease that you had with  
25 Ms. Dixon say about subletting?

1           A       There's a clause in this lease and all of our leases  
2   that states that subletting is not authorized without prior  
3   authorization from the landlord.

4           Q       What, if any, prior authorization did Ms. Dixon have  
5   to sublet the property at 6230 3rd Street NW?

6           A       None.

7           Q       Now, in your operation of 6230 3rd Street NW, have  
8   you ever heard of a company or business named Federal Mortgage  
9   American Trust?

10          A       By that name specifically, no.

11          Q       Okay. How about Federal American Title Company?

12          A       By that name specifically, no.

13          Q       And neither of those companies operated at your  
14   property between 2012 and 2015?

15          A       No.

16                   MR. YATES: Nothing further on direct.

17                   THE COURT: All right. Any cross-examination --

18                   THE DEFENDANT: Yes.

19                   THE COURT: -- Mr. Williams?

20                               CROSS-EXAMINATION

21   BY THE DEFENDANT:

22          Q       Mr. Bump, when did the FBI contact you?

23          A       Approximately two weeks ago.

24          Q       So two weeks ago you had no idea about me or my  
25   companies or anything until two weeks ago?



1           A       Correct.

2           Q       Okay. So in your interview, what did the FBI  
3 question you regarding?

4           A       The FBI asked me who operated or who had leased  
5 Suite 5 at the address we just spoke about in 2014-2015.

6           Q       And did you speak with Ms. Dorita Dixon personally?

7           A       I had spoken with her, yes.

8           Q       Did you ask her about me purchasing the suite there?  
9 Did you ask her?

10          A       No.

11          Q       Okay. So you didn't know what I sent the money for  
12 to purchase the building there -- to occupy the building for  
13 the trustee company? So you wouldn't know the privy to that?

14          A       The suite was never for sale, so, no.

15          Q       Well, it's not for sale. I was leasing -- I mean,  
16 was leasing the property in Washington, D.C.

17                 MR. YATES: Objection. Testimony.

18                 THE COURT: All right. So you want -- sustained.  
19 So you want to ask him whether he knew you leased the Suite 5?

20                 THE DEFENDANT: Right from her.

21                 THE COURT: Okay.

22          Q       (BY THE DEFENDANT:) Did you know that?

23          A       No.

24          Q       Okay. How long was she there before she vacated?

25          A       We purchased the building in 2012. She had signed a

1    lease in 2010 and she was there from 2010 till she vacated in  
2    2015.

3            Q        Okay.  So did you see any of the mailings that she  
4    would receive at that address?

5            A        Yes.

6            Q        And so how did you see the mailings?  Were you the  
7    one that picked up the mail?

8            A        After -- after the suite was vacated, mail would  
9    continue to arrive, and we would place it in a bag and she  
10   would either pick it up or if it wasn't picked up, we'd recycle  
11   it.

12          Q        And what year was that?

13          A        2015.

14          Q        2015?

15          A        2015.

16          Q        Okay.  So what about 2013 and 2014?

17          A        Uhm, what do you want to know about 2013?

18          Q        Did you see any mailings that was coming to that  
19   address?

20          A        Uhm, sporadically, yes.  If things got left in the  
21   hallway, for instance, yes, I could see.

22          Q        And what -- can you say what names or some of the  
23   mailings that were on the mail?

24          A        Not specifically, no.

25          Q        So you can't say that there was nothing for Federal

1 Mortgage American Trust in any of those -- or mails?

2 A I can't say with any certainty that that -- that I  
3 saw that name. I will say that bank -- mail with banking  
4 information arrived, but I can't link that to a specific name  
5 'cause I don't recall.

6 Q Okay. Did she tell you why she moved and vacated  
7 that office and moved to another office?

8 A Nope. She just said she had to vacate.

9 Q Okay. Did she give you the forwarding address to  
10 the new office?

11 A No.

12 THE DEFENDANT: Okay. No more questions.

13 THE COURT: All right. Any redirect?

14 MR. YATES: Very briefly, Your Honor.

15 REDIRECT EXAMINATION

16 BY MR. YATES:

17 Q Mr. Bump, pursuant to your lease with Ms. Dixon, did  
18 Anthony Williams had -- have any authority to lease Suite 5?

19 A No.

20 MR. YATES: No further questions, Your Honor.

21 THE COURT: All right. Thank you very much for your  
22 testimony. You're excused as a witness.

23 THE WITNESS: Thank you.

24 THE COURT: Please don't discuss your testimony with  
25 anyone until after the trial's over.

1 THE WITNESS: Sure.

2 THE COURT: Good day.

3 Your next witness?

4 MR. YATES: Yes, Your Honor. The government will be  
5 calling Melvyn Ventura to the stand.

6 **MELVYN VENTURA, GOVERNMENT'S WITNESS, WAS SWORN**

7 THE COURTROOM MANAGER: Thank you. Please have a  
8 seat.

9 State your name and spell your last name for the record.

10 THE WITNESS: Okay. My name is Melvyn Ventura,  
11 M-e-l-v-y-n, V-e-n-t-u-r-a.

12 THE COURT: Your witness.

13 MR. YATES: Your Honor, may I approach with the  
14 witness binder?

15 THE COURT: You may.

16 DIRECT EXAMINATION

17 BY MR. YATES:

18 Q Good morning, Mr. Ventura.

19 A Good morning, sir.

20 Q Could you please tell the jury who your employer is?

21 A Uhm, would you repeat that, sir?

22 Q Who do you work for?

23 A I work for the City and County of Honolulu.

24 Q And what do you do for the City and County of  
25 Honolulu?

1           A       I'm a maintenance mechanic.

2           Q       Just to warn you, you should wait till I finish my  
3 question before you answer so the court reporter can finish  
4 typing your answer.

5           A       I'm sorry, sir.

6           Q       And how long have you been working with the City and  
7 County of Honolulu?

8           A       It's going to be 30 years this month.

9           Q       And where are you from originally?

10          A       Originally from the Philippines.

11          Q       And what is your first language?

12          A       Ilocano.

13          Q       Now, Mr. Ventura, at some point you became a  
14 Mortgage Enterprise Investments or MEI client; is that correct?

15          A       Yes, sir.

16          Q       Now, before you became an MEI client, did you own  
17 your own home?

18          A       Yes.

19          Q       Okay. And before you became an MEI client, how much  
20 did you owe on your mortgage?

21          A       504,000.

22          Q       Do you recall how much your monthly mortgage payment  
23 was to your bank?

24          A       My monthly payment was 1,722.

25          Q       Do you recall the name of the bank with which you

1 had a mortgage, at least at the time of your interactions with  
2 MEI?

3 A It was National Bank and then it merged to PNC Bank.

4 Q That's PNC, correct?

5 A Yes, sir.

6 Q Okay. And at the time that you applied for and  
7 became associated with MEI, what was the status of your  
8 payments to PNC?

9 A I was up to date, sir.

10 Q Okay. So you were not in foreclosure, correct?

11 A Excuse me, sir?

12 Q You were not in foreclosure, correct?

13 A No.

14 Q At that time?

15 A At that time, yes.

16 Q Okay. So how did you become -- let me withdraw  
17 that.

18 Could you please explain to the jury how it is that  
19 you first became introduced to Mortgage Enterprise Investments?

20 A At first I was introduced by my wife's sister and  
21 the husband. I was somewhat hesitant to go and listen to a  
22 presentation, but eventually they convinced me to go and listen  
23 to the presentation.

24 Q Okay. Where was that presentation?

25 A It was at Starbuck in Aiea.

1 Q And what do you recall the presentation promised?

2 A It was presented very well. It's very interesting,  
3 you know, that, you know, 'cause of living in Hawaii, when you  
4 hear this kind of presentations, you know, and it will -- I  
5 thought it will give me -- it will give me an extra money to  
6 spend. That's what I got convinced for.

7 Q Okay. And what were you promised?

8 A To -- I was promised to a mortgage reduction, cut my  
9 mortgage in -- my balance in half.

10 Q So was there any one-time fees?

11 A There was they call it processing fee. At first I  
12 paid 1500 --

13 THE COURT: What kind of fee?

14 THE WITNESS: Processing fee. Yes. Sorry.

15 Q (BY MR. YATES:) Okay. A one-time processing fee of  
16 how much?

17 A 1,500.

18 Q And was there a monthly fee?

19 A Afterwards, yes, there were monthly fee.

20 Q And how much was the monthly fee to MEI?

21 A They cut it in half, so actually it was \$866, but  
22 and then I'm paying extra just to run it up 900 a month.

23 Q Okay. And after that initial meeting, what did you  
24 decide?

25 A Well, I decided to go for it.

1           Q       So I'm going to show you the first of several  
2 exhibits. And this is Exhibit 17, which has been admitted into  
3 evidence.

4                   So may we publish, Exhibit 17?

5           THE COURT:   You may.

6           MR. YATES:   Thank you.

7           Q       (BY MR. YATES:)   So Mr. Ventura, in your binder if  
8 you can turn to Exhibit 17?

9           THE COURT:   You can either look in the binder, that  
10 folder, Exhibit 17. It's also going to appear on the screen.

11          THE WITNESS:   Okay.

12          THE COURT:   Okay?

13          THE WITNESS:   Okay. I'm on there.

14          MR. YATES:   Oh, my. Oops. One moment. Okay.  
15 There we go.

16          Q       (BY MR. YATES:)   So do you recognize Exhibit 17?

17          A       Yes, sir.

18          Q       Okay. What is Exhibit 17?

19          A       It's a customer informations.

20          Q       Okay. Is this a document that you prepared to apply  
21 for --

22          A       Yeah.

23          Q       -- MEI?

24          A       Yes, sir. It's a MEI application. Yes, I did.

25          Q       And is this your handwriting?



1           A       Yes, sir.

2           Q       And your signature at the bottom?

3           A       Yes, sir.

4           Q       Okay. If you flip through Exhibit 17, there's a  
5       number of documents with signatures. Can you verify that you  
6       signed each of these documents with your signature?

7           A       I didn't quite understand you, sir.

8           Q       Yes. Can you flip through Exhibit 17 and verify  
9       that the signatures that indicate your name, Melvyn Ventura,  
10       were signed by you?

11          A       Yes, sir.

12          Q       Okay. And after you signed up for MEI, did you  
13       receive a welcome letter?

14          A       Yes, sir.

15               MR. YATES: Okay. Your Honor, Exhibit 100 has been  
16       admitted into evidence. May I publish?

17               THE COURT: You may.

18          Q       (BY MR. YATES:) So, Mr. Ventura, can you please  
19       take a look at Exhibit 100?

20          A       100?

21          Q       Yes.

22          A       Yeah, I'm on there, sir.

23          Q       All right. So can you verify is this the welcome  
24       letter that you received from Mortgage Enterprise Investments?

25          A       Yes, sir.

1           Q       Okay. So I'm going to highlight some  
2 documents -- or excuse me -- some language from this and I'd  
3 like you to tell me about it. Can you see that, Mr. Ventura?

4           A       Yes, sir.

5           Q       Okay. So I'm going to read a little bit from this.  
6 It says here, "Your former mortgage company no longer have an  
7 interest in your property and if they send you any  
8 correspondences threatening foreclosure proceedings -- or  
9 procedures or that if you don't pay them that your credit  
10 rating will be negatively affected, this is in violation of the  
11 FDCPA, TCPA, RESPA, and TILA and we will litigate on your  
12 behalf to the full extent of the law."

13                   Do you see that?

14          A       Yes, sir.

15          Q       Okay. Did Mr. Anthony Williams talk to you about  
16 this language?

17          A       I don't remember, sir.

18          Q       Okay. What did you understand MEI and Anthony  
19 Williams would do for your -- or to your previous PNC mortgage?

20          A       I understand that by putting my mortgages into MEI,  
21 my mortgage will be reduced to half.

22          Q       Okay. And when you say that you understand that the  
23 mortgage was going to be put into MEI, what do you mean?

24          A       When I will -- forgive me, sir. Let me gather my  
25 thought.

1           Q       It's okay. You used the phrase MEI and I'm not sure  
2 the jury has heard that phrase MEI before. By MEI do you mean  
3 MEI?

4           A       Yes.

5           Q       Okay. So did you understand that your mortgage with  
6 PNC would be put into or given to MEI?

7           A       Yes.

8           Q       Okay. Now, Mr. Ventura, you actually met with  
9 Anthony Williams in person, correct?

10          A       Afterwards, yes, sir.

11          Q       Okay. And where did you meet Anthony Williams?

12          A       In their office at the Democrat Street.

13          Q       Okay. Democrat Street? And was that an office  
14 building or a house?

15          A       It's a -- I believe it is a house but using it as an  
16 office.

17          Q       I see. Do you know whose house that was?

18          A       That was Ms. Anabel Cabebe.

19          Q       Do you recall who was present at that house?

20          A       There were a lot of people in there standing in  
21 line.

22          Q       And can you describe your own meeting with Anthony  
23 Williams?

24          A       My meeting with Mr. Williams is somewhat  
25 interesting. Exciting. I will say exciting because I was

1     anxious to meet him at that time.

2           Q       How did Anthony Williams introduce himself?

3           A       Well, he presented himself as a private attorney  
4     general.

5           Q       And what did you understand the words or the term  
6     private attorney general to mean?

7           A       From my understanding with the private attorney  
8     general is to represent the people.

9           Q       Okay. And that's what he told you?

10          A       Yes.

11          Q       Okay. Did Anthony Williams refer you to any other  
12     sources of information for you to review?

13          A       It was not Mr. Anthony, but it was Mr. Malinay that  
14     provide me the information to go and to look up, search about  
15     the process that they're doing.

16          Q       And you said "search." Did you mean that you went  
17     onto the worldwide web?

18          A       Yes, sir.

19          Q       Okay. And what website or websites did you look at?

20          A       Oh, I went on usacommonlawofamerica.

21          Q       Okay. And what do you understand was USA Common Law  
22     America? What was it?

23          A       I thought it's a big company, it's a legit company  
24     that, you know, I could depend on in case I need help, legal  
25     help.

1           Q       Okay. And was USA Common Law America also referred  
2 to as Common Law Office of America?

3           A       I'm -- I can't remember, sir. I don't know.

4           Q       CLOA?

5           A       CLOA. I don't know, sir.

6           Q       Okay. What do you recall seeing on that website?

7           A       I'm sorry, sir. What was that again?

8           Q       What did you see on the website, usacommonlaw?

9           A       There were several private attorney generals in  
10 there, their status -- I mean, their -- what I say? --  
11 their -- what kind of position they are, what position they  
12 are, what kind of -- you know, what they do in the business and  
13 then credibility, I should say.

14          Q       How many private attorney generals do you remember  
15 seeing on that website?

16          A       At first I remember 1, 2, 3, 4, 5 maybe.

17          Q       Okay. Do you remember any of them?

18          A       I still remember some of them.

19          Q       Okay. Who are they?

20          A       Uhm, one of them is Randy -- Randy -- I can't  
21 remember his last name, and then afterwards Anabel Cabebe was  
22 there, Edna Franco was there, and then some other people that I  
23 could not recall, sir.

24          Q       Okay. Was Anthony Williams also listed?

25          A       Yes.

1           Q       Who do you understand authored or wrote that  
2 website?

3           A       It's very informative, you know, in term of legal  
4 proceedings, you know, how they approach mortgage -- mortgage  
5 issues.

6           Q       Okay. But whose website do you remember that was?

7           A       I think it's belongs to Mr. Williams.

8           Q       Okay. And prosecute from understanding both from  
9 the website and from what you were told, what did you  
10 understand a private attorney general could do for you?

11          A       He could help me discharge my house.

12          Q       Discharge your house?

13          A       Discharge from PNC Bank.

14          Q       Okay. So what happens in the case of foreclosure?  
15 What do you understand that a private attorney general could do  
16 for you?

17          A       He could help me -- he could represent me in court.

18          Q       So as you sit here today, what did you understand  
19 the difference was between a private attorney general and a  
20 regular lawyer?

21          A       I don't see that much difference except that he's  
22 private and representing regular people.

23          Q       Now, did Anthony Williams tell you exactly what he  
24 was going to do as part of the MEI process?

25          A       Yes, sir.

1           Q       Okay. What do you understand the MEI process would  
2 do?

3           A       It was explained to me that by filing a -- filing a  
4 document to Bureau of Conveyance, that would secure -- secure  
5 me that no one can foreclose me by having that documents in  
6 there.

7           Q       So I'd like to show you another document and that's  
8 Exhibit 208.

9                   And, Your Honor, Exhibit 208 has also been admitted  
10 into evidence. We ask that we may be permitted to publish?

11                   THE COURT: You may.

12           Q       (BY MR. YATES:) Mr. Ventura, I'm going to ask you  
13 to turn to Exhibit 208. It's both in your binder and on your  
14 screen.

15                   Do you recognize Exhibit 208?

16           A       Yes, sir.

17           Q       And you'd seen this document before, correct?

18           A       Uhm, pardon me, sir?

19           Q       You've seen this document before?

20           A       Yes, sir.

21           Q       Okay. And what did you understand this UCC  
22 financing statement would do for you?

23           A       My understanding is it's a legit document, that it  
24 can -- it can protect me from foreclosure.

25           Q       Okay. And why do you understand -- let me withdraw

1     that.

2                     Did Anthony Williams explain to you why this  
3     BOC -- excuse me -- why this UCC document was legit?

4             A       There were a time before I met Mr. Malinay that I'm  
5     doing my own research. There are some website that I went  
6     through, there are some movies that I watch and documentary,  
7     documentary about -- about the financial crisis in the late  
8     2000. I also watch the *Strawman Myth*, and as well as the --  
9     what you call -- documentary what is called *Inside Job*. And  
10    that's what make me anxious to meet Mr. Williams because I  
11    already knew what they're talking about.

12            Q       Okay.

13            A       It's a very good informations that I thought it  
14    work. It's a complex process, but it, you know, is going to  
15    work.

16            Q       So I want to direct your attention specifically,  
17    however, to the UCC form, not about these movies. So did  
18    Anthony Williams explain to you what this UCC form would do?

19            A       Yes, sir.

20            Q       Okay. And I'm going to point your attention here to  
21    a part of the screen, and on the UCC form it says, "This  
22    mortgage will be discharged in accordance with UCC1-201(39) and  
23    1-308."

24                     Do you see that?

25            A       Yes, sir.



1           Q       Okay. Did Anthony Williams explain to you what this  
2   UCC form was supposed to do for you?

3           A       Yes, sir.

4           Q       And what did he say?

5           A       With this one it will eventually discharge my  
6   mortgage.

7           Q       Now, Mr. Ventura, how did you typically pay your MEI  
8   monthly fee?

9           A       I mail it in every month.

10          Q       Okay. Did you use a check?

11          A       Excuse me, sir?

12          Q       Did you use a check?

13          A       Yes.

14          Q       So I'm going to direct you once again to your  
15   binder.

16                   Your Honor, at this point I'm going to be referring  
17   to Exhibits 101 through 132. They've all been admitted into  
18   evidence. We're not going to walk through every single  
19   document, but what I will have him do is walk through the first  
20   of these and we'll have him talk about the remainder en masse,  
21   if that's okay with the Court?

22                   THE COURT: Yes.

23          Q       (BY MR. YATES:) Okay. So, Mr. Ventura, the first  
24   thing I'd like to have you do is take a look at Exhibits 101  
25   and 102 and they're in your binder in front of you.

1           A       I'm under it, sir.

2           Q       Okay. So do you recognize Exhibit 101?

3           A       Yes, sir.

4                   MR. YATES: Okay. So Exhibit 101 has been admitted.

5 May I publish, Your Honor?

6                   THE COURT: You may.

7           Q       (BY MR. YATES:) So Exhibit 101 appears to be a

8 invoice from MEI; is that correct?

9           A       Yes, sir.

10          Q       Okay. But there's some handwriting on this

11 document. Can you explain whose handwriting that is?

12          A       That is my handwriting.

13          Q       Okay. And what are you communicating with this

14 handwriting? What does it say?

15          A       What does it say?

16          Q       Yes.

17          A       It's on the comments it says, "In order to be in

18 compliance" --

19          Q       No, no. I just want to -- I just want you to

20 explain to the jury why you were writing on this document.

21          A       To -- to make sure that I'm up to date with my

22 payment.

23          Q       Okay. And so is the first number here under

24 miscellaneous a date?

25          A       Yes, sir.

1           Q       Okay. And then the second number across from that  
2 is a payment amount; is that correct?

3           A       Yes, sir.

4           Q       Okay. So please take a look at Exhibit 102.  
5                   May I publish 102, Your Honor? It has been  
6 admitted?

7                   THE COURT: You may.

8                   MR. YATES: Thank you.

9           Q       (BY MR. YATES:) Do you have 102 in front of you?

10          A       Yes, sir.

11          Q       Okay. So is Exhibit 102 an envelope that you mailed  
12 on or about November 28th, 2014?

13          A       Yes, sir.

14          Q       Okay. So is that the envelope that you used to mail  
15 this invoice document?

16          A       Yes, sir.

17          Q       Okay. And did you include a check with this  
18 mailing?

19          A       Yes, sir.

20          Q       Okay. So let's just walk through just another one  
21 of these and then we'll have you go through the remainder en  
22 masse, okay?

23          A       Okay.

24          Q       So please take a look at Exhibit 103 and Exhibit 104  
25 -- I'm not going to publish that. But is Exhibit 103 and

1 Exhibit 104 also an invoice with your handwriting that you  
2 mailed to MEI? And this time it would be on or about January  
3 of 2015?

4 A Yes, sir.

5 Q Okay. Now, take a look at 105, 106, and 107.  
6 Similarly, is this an MEI invoice with your envelope and a  
7 check that you mailed to MEI January 29, 2015?

8 A Yes, sir.

9 Q Okay. So now take a look at 109 and 112.

10 A 109?

11 Q Yeah, and then 112, and then 115.

12 A 112, okay.

13 Q Okay. And then 117.

14 A -15, 117.

15 Q Then 119.

16 A 119.

17 Q Okay. And then 122.

18 A 122?

19 Q Yes. And 125.

20 A 125.

21 Q Okay. And then 128.

22 A 128.

23 Q Yeah. And then 131.

24 A 131.

25 Q Okay. Now, are all those envelopes that you mailed

1 to MEI?

2 A Yes, sir.

3 Q Okay. And you mailed them between the dates of

4 February 2015 through October of 2015; is that right? You can

5 take a look at the first and the last. It'll be 109 and 132 --

6 excuse me -- 131.

7 A 132.

8 Q 131.

9 A 130 -- there's no 139, sir.

10 Q 131.

11 A Oh, I'm sorry.

12 Q 109 to 131.

13 A Okay.

14 Q So are those dates between February 28, 2015, and

15 October 28, 2015?

16 A Yes, sir.

17 Q Okay. So you mailed all of those envelopes between

18 those dates, correct?

19 A Yes, sir.

20 Q Okay. Now, I'm going to go through that one more

21 time with what were contained in those envelopes, okay? So if

22 you could turn to 110, and then 113?

23 A 110?

24 Q Uh-huh.

25 A Okay.

1 Q And then 113.

2 A -13?

3 Q Yeah. And then 117.

4 A -15?

5 Q 118, excuse me.

6 A 118?

7 Q Yep. And then 120.

8 A 120?

9 Q Yeah. And then 123.

10 A 122?

11 Q -3.

12 A -3?

13 Q 123.

14 A Okay.

15 Q And then 126 at the bottom.

16 THE COURT: Okay. Is there a point to this because

17 the jury's just sitting here. You guys are talking to each

18 other.

19 MR. YATES: Two more and then he's going to verify

20 that he sent all of these in.

21 THE COURT: So you couldn't get him to look at this

22 beforehand?

23 MR. YATES: He did look at it beforehand.

24 THE COURT: Okay. 'Cause you can't ask him about

25 all of these. We're just sitting here. We have no idea what

1     you guys are looking at.

2                   MR. YATES:  If I can get through two more?

3                   THE COURT:  You can, but please don't do this again.

4                   MR. YATES:  Certainly not.

5                   THE COURT:  Okay.

6           Q       (BY MR. YATES:)  And then tab 129.

7           A       129?

8           Q       Correct.  And then tab 132.

9           A       132.

10          Q       Correct.  Now are all those checks that you mailed  
11     between February 28th, 2015, and October 28th, 2015, to MEI?

12          A       Yes, sir.

13          Q       Okay.  Now, did Anthony Williams say anything about  
14     referring other clients to MEI?

15          A       I don't remember him suggesting that to me, but I  
16     have a friend, a sister that going to church with me, and  
17     because I wanted to help her with the same situation that I'm  
18     at, so I refer it -- referred them to him.

19          Q       Okay.  So after you signed up for MEI, what did  
20     Anthony Williams tell you to do regarding your mortgage  
21     payments to PNC?

22          A       It was -- at that time it was Mr. Malinay that told  
23     me to -- that I can -- I can stop making payment.

24          Q       Okay.  And what did you do?

25          A       I stop make the payment.

1           Q       And what happened after you stopped making the  
2     payments to PNC?

3           A       And once again starting to get delinquency notice,  
4     foreclosure threat.

5           Q       Okay.

6           A       A letter.

7           Q       And what, if anything, did MEI or Anthony Williams  
8     do after you started getting these threats?

9           A       And then they stop the foreclosure.

10          Q       How did they stop foreclosure?

11          A       By filing some documents in court.

12          Q       Okay. Did the foreclosure indeed -- were you out of  
13     foreclosure at that point?

14          A       At that point I was -- could you elaborate the  
15     question, sir?

16          Q       Sure. You said that they stopped the foreclosure.  
17     But did you actually get out of foreclosure at that point?

18          A       No.

19          Q       Okay. So do you understand that MEI and Anthony  
20     Williams did anything that pulled you out of foreclosure at  
21     all?

22          A       Could you repeat the question, sir?

23          Q       Yeah. Did they do anything to take you out of  
24     foreclosure?

25          A       They -- they tried to challenge it in court.



1 Q Okay. And was that successful?

2 A It was. I believe it was 'cause I still have my  
3 house.

4 Q But you're still in foreclosure, correct?

5 A I'm still in foreclosure, yes, sir.

6 Q So if you learned that Anthony Williams could not  
7 act as a lawyer, how would that affect your --

8 THE DEFENDANT: Objection. This is leading.

9 MR. YATES: I'm asking him how it's going to affect  
10 his decision.

11 THE COURT: So anyway, you have to wait till he  
12 finishes his question. Overruled.

13 So ask him the question.

14 Q (BY MR. YATES:) If you learned that Anthony  
15 Williams could not act as your lawyer, how would that change  
16 your decision regarding paying MEI?

17 A Then I would step back.

18 Q Okay. And if you'd learned that Anthony Williams  
19 could not represent you in foreclosure, how would that change  
20 your decision about paying MEI?

21 A Then I would not listen to them.

22 Q And if you'd learned that the UCC could not actually  
23 discharge your PNC mortgage, how would that change your  
24 decision regarding paying MEI?

25 A Then I wouldn't have put my mortgage in the

1 situations that I'm at.

2 Q And did you rely on Anthony Williams's  
3 representations when you continued with the MEI program?

4 A At first I did.

5 Q Okay. How many payments did you make to MEI?

6 A I believe I sent in maybe 12 -- 12 payments, maybe.  
7 Yeah, I would say just 12 payments, about a year.

8 Q Now, Mr. Ventura, could you please -- well, could  
9 you please tell the jury the following: You had borrowed I  
10 believe you testified \$500,000 or so from the bank and you  
11 promised to pay the bank back \$1700 or so --

12 THE DEFENDANT: Objection as leading.

13 Q (BY MR. YATES:) -- every month; is that correct?  
14 Foundational for the remaining questions.

15 THE COURT: All right. Overruled.

16 THE WITNESS: Yes, sir.

17 Q (BY MR. YATES:) Okay. And one day as part of the  
18 MEI program, you stopped paying the bank back; is that correct?

19 A Yes, sir.

20 Q Okay. How do you feel now about your decision to  
21 take part in the MEI program?

22 A I actually regret it, sir.

23 Q Why is that?

24 A I -- you know, when my first pretrial interview I  
25 was asked these questions. These questions was did -- how

1 would I say it? Did it occur of mind that you sign a document,  
2 an agreement to pay my loan? With that question, sir, I  
3 was -- I -- I feel guilty because my signature on that  
4 documents; it's a seal of my agreement to pay that loan. And  
5 that is the time that I feel guilty because -- because of my  
6 faith in God, I'm reading the Bible, and in the Bible said that  
7 in Psalms, somewhere in Psalms Proverb 16:3 -- I may not be  
8 correct -- but if you could search these word, it will show in  
9 the Bible, it says, "A wicked man borrows but does not -- and  
10 does not repay."

11 And, you know, walking around parading Jesus Christ  
12 on my shirt in there, I realize, hey, I'm a hypocrite, you  
13 know, and I'm representing God and then I'm not honest. That  
14 changed my -- my course of direction, sir, because I feel  
15 guilty.

16 MR. YATES: I have no further questions on direct,  
17 Your Honor.

18 THE COURT: You know, Mr. Williams, we're up for our  
19 recess at this time. So why don't we take a recess and then  
20 have you begin your cross-examination.

21 All right. Ladies and gentlemen of the jury, please leave  
22 your notebooks and your iPads behind. We're going to take a  
23 15-minute recess at this time and then return for  
24 cross-examination.

25 Please don't discuss the case with anyone or allow anyone

1 to discuss it with you. And, of course, don't do any research  
2 or investigation on your own.

3 Please rise for the jury. They're on a 15-minute recess  
4 as are we.

5 (A recess was taken.)

6 (Open court out of the presence of the jury.)

7 THE COURT: Let the record reflect the jury is not  
8 present. Present are counsel and Mr. Williams.

9 I believe the government has a issue they'd like to raise?

10 MR. YATES: Yes, Your Honor, very briefly. We were  
11 presented with three documents yesterday which we understand  
12 that the defendant wishes to use with respect to this current  
13 witness, Mr. Melvyn Ventura. The government has significant  
14 concerns regarding these three documents and because they may  
15 require, you know, some argument, wish to bring this to the  
16 Court's attention outside the presence of the jury.

17 To briefly outline them, there is -- one --

18 THE COURT: Is it possible to put them on the  
19 docucam so I can see them?

20 MR. YATES: We sure can.

21 THE COURT: All right. Thank you.

22 MR. YATES: So the first document that the  
23 government is referring to is a -- appears to be a five-page  
24 email chain. The most recent emails are all between the  
25 witness and Mr. Williams. They appear to be communications

1   that Mr. Williams is having with the witness pertaining to the  
2   subject of his testimony. We certainly don't have a problem  
3   with Mr. Williams communicating with the witness; that's, you  
4   know, his own business.

5           We do, however, have serious concerns with this -- the  
6   hearsay nature of this email chain. It appears merely to be  
7   Mr. Williams's attempt to, you know, litigate his own case  
8   theory with this witness.

9           We also have concerns with the fact that, you know, he  
10   seems to be making incendiary arguments regarding, you know,  
11   the -- it looks like a suggestion to go to the Bureau of  
12   Conveyances website to look up the mortgages of the judge and  
13   the prosecutor to see how many mortgages they paid off. It  
14   seems like it has no relevance whatsoever.

15          But primarily, this is a hearsay statement. All of it are  
16   hearsay statements. They're certainly hearsay against  
17   the -- as to the party. We could, as the government, introduce  
18   a party admission, but it's not something that Mr. Williams can  
19   introduce on his favor. And with respect to Mr. Ventura, the  
20   witness, he's not a party. So these are not party admissions  
21   that can be admitted against him.

22          Also, this out-of-court statement is NOT a statement under  
23   oath in a separate proceeding, so it's not even proper as  
24   impeachment evidence should Mr. Ventura testify contrarily to  
25   this document.

1           So with respect to that document, we object.

2           THE COURT: All right. Mr. --

3           MR. YATES: I can go through all three or I can  
4 leave you to discuss.

5           THE COURT: What are the other two documents?

6           MR. YATES: The other two documents are  
7 affidavits -- or I should say they're named affidavits. The  
8 first of these purports to be an affidavit by Mr. Ventura. It  
9 is not signed. Certainly the government has not seen this  
10 document or is not aware of this document. And there's no  
11 indication that this document was ever introduced as part of  
12 any legal proceeding under oath. So this is not -- this is  
13 also entirely hearsay, not relevant, and it's outside of any  
14 exception.

15          Finally, there is a third affidavit, again, just a  
16 document that's named an affidavit. This one does appear to  
17 have a signature on it and it does appear to have some kind of  
18 acknowledgement or notary statement. However, also there's no  
19 indication that this was introduced as part of a legal  
20 proceeding under oath. And so absent any foundation, it's not  
21 even proper for impeachment, but even with that foundation,  
22 it's certainly not proper as substantive evidence.

23          Thank you, Your Honor.

24          THE COURT: What about a prior recorded -- what  
25 about a recorded recollection, 803(5)?

1           MR. YATES: 803(5), yes, Your Honor. With respect  
2 to the affidavit, these are merely conclusory statements. I'm  
3 going to note nothing fraudulent about an email, nothing  
4 fraudulent about an email; that's the representations over and  
5 over again. So we're not clear how this is a fact that would  
6 represent a recorded recollection --

7           THE COURT: Well, it was made or adopted by the  
8 witness when the matter was fresh in the witness's memory.  
9 That's the second prong of recorded recollection.

10          MR. YATES: Sure, but --

11          THE COURT: I guess he can deny it or can be  
12 confronted with it, but it looks like it's squarely within  
13 Rule 803(5) as a recorded recollection.

14          MR. YATES: And the government's position with  
15 respect to that is that this would pertain to recorded facts  
16 and not merely legal conclusions or conclusory statements as is  
17 the case with this affidavit.

18          One moment.

19          Also, another note, it does say that at least according to  
20 that exception that this was adopted when the matter was fresh  
21 in the witness's memory. This is dated looks like 2018, so  
22 it's not clear that that's -- that foundation has been laid.

23          THE COURT: All right. It's an adopted statement so  
24 maybe he had a better recollection in 2018 than 2020, but,  
25 okay. So those are the two, the unsigned affidavit, the signed

1 affidavit.

2 MR. YATES: The email chain -- and the email chain.

3 THE COURT: And the email chain.

4 MR. YATES: Yes, Your Honor.

5 THE COURT: All right. Mr. Williams?

6 THE DEFENDANT: Well, they're argument, first of  
7 all, it's utterly ridiculous. They want to exclude an email  
8 exchange between me and this witness when they're whole bogus  
9 indictment has to do with four emails between me and this  
10 witness. So they want to indictment me on emails that's a  
11 out-of-court statement that ain't sworn under oath, but they  
12 don't want to enter in a sworn statement by this same witness  
13 that's accounting what these email statements between him and  
14 me were about, that there was nothing fraudulent about, and  
15 he's sworn to oath to a notary that there's nothing fraudulent  
16 and while it was fresh in his mind.

17 Also, there is another affidavit I need to show you that  
18 this witness also did in 2015. Do I need to put it on the  
19 screen?

20 THE COURT: Well, have you given it to the  
21 prosecutors?

22 THE DEFENDANT: Yeah, I got it from them. It's part  
23 of their discovery.

24 THE COURT: Okay.

25 THE DEFENDANT: They got it off my computer and all



1     that stuff.  It's Exhibit 2138.

2                   THE COURT:  All right.  You've already identified it  
3     as an exhibit?

4                   THE DEFENDANT:  Right.

5                   THE COURT:  Okay.

6                   THE DEFENDANT:  It's page 18.

7                   THE COURT:  Okay.  This is a --

8                   THE DEFENDANT:  Affidavit from the witness.

9                   THE COURT:  By Mr. Ventura.

10                  THE DEFENDANT:  Yeah.  On 20 --

11                  THE COURT:  Why don't you put it on the docucam.

12                  MR. YATES:  Yeah, we just received this today, Your  
13     Honor.

14                  THE DEFENDANT:  No, you didn't.  You been had this.

15                  THE COURT:  All right.  So I --

16                  MR. ISAACSON:  Mr. Williams, is there a second page  
17     to it?

18                  THE COURT:  We'll get into when it was produced.  
19     But so this you also want to use with regard to Mr. Ventura; is  
20     that right?

21                  THE DEFENDANT:  Yes.  This was actually --

22                  MR. YATES:  Your Honor, I'm going to need the page  
23     number.  This exhibit contains numerous documents that are --

24                  THE DEFENDANT:  18 and 19.  Page 18 and 19.  This  
25     was actually produced in the government's discovery under Bates

1 number 030246.

2 THE COURT: Okay. So -- so let's leave the  
3 affidavits aside. What about the emails?

4 THE DEFENDANT: Yeah, the emails --

5 THE COURT: Why is that not hearsay?

6 THE DEFENDANT: Well, because this is the direct  
7 statement from this witness and to me and my direct statements  
8 to him, the same thing they're trying to use their hearsay  
9 statements to charge me with, this bogus --

10 THE COURT: So charging is another thing, being in  
11 trial. So a hearsay statement is an out-of-court statement  
12 being offered for the truth of the matter that's not been given  
13 under oath. So we agree that the emails are not given under  
14 oath and so they're exceptions for allowing a statement, and I  
15 don't see any exception with regard to the email. So he's not  
16 an opposing party so there's not that exception.

17 But moreover than that, I'm wondering why it's relevant  
18 that you folks, whatever the subject matter of the emails are,  
19 is relevant to the issues in this.

20 THE DEFENDANT: Because --

21 THE COURT: Is he saying something different than he  
22 said to you in his email?

23 THE DEFENDANT: Well, what he's stating is  
24 that -- well, in the email that he appreciates me for stopping  
25 his foreclosure.

1           THE COURT: Okay. So it's relevant to what they  
2 asked him about the foreclosure.

3           THE DEFENDANT: Right.

4           THE COURT: Okay.

5           THE DEFENDANT: Right. And that he knows that what  
6 I was doing was right and helping people; that, you know, I'm a  
7 good -- you know, good-hearted person, my intentions are good.

8           THE COURT: Okay.

9           THE DEFENDANT: So, you know, he's just basically  
10 telling me how he appreciates, you know, what I do, my fight  
11 against corruption and things like that.

12          Also, it goes directly to -- 'cause the 16 of the counts  
13 has to deal with him, his 12 payments and 4 of his email  
14 correspondence to me. So in order for me to defend myself  
15 against these emails that they're saying is fraudulent, I can  
16 show how other emails that was, you know, communication with  
17 this.

18          THE COURT: Okay. So I'm going to allow the emails  
19 in but only Mr. Ventura's, not your emails to him because your  
20 emails to him don't reflect his recorded recollection or  
21 his -- his understanding at the time. So only his part of the  
22 emails come in.

23          THE DEFENDANT: So only his response.

24          THE COURT: His responses.

25          Of the affidavits, the one that's not signed --

1 THE DEFENDANT: Right.

2 THE COURT: -- can't come in.

3 THE DEFENDANT: I know can't come in.

4 THE COURT: The one that is signed by him can come  
5 in as a recorded recollection under 803(5). Same for this  
6 affidavit of truth; as long as he verifies that's his  
7 signature --

8 THE DEFENDANT: Right.

9 THE COURT: -- then you can offer it --

10 THE DEFENDANT: Okay.

11 THE COURT: -- if you're offering it as an exhibit.

12 Mr. Isaacson, you have a clarification?

13 MR. ISAACSON: Yeah, I do, Judge. The email you are  
14 speaking of has been marked Defense Exhibit 2051. And you do  
15 have a copy. So my understanding is if we were able to redact  
16 Mr. Williams's portion of this, then you would -- that's what  
17 you're speaking of?

18 THE COURT: I would receive it into evidence over  
19 the objection of the government under 803(5).

20 MR. ISAACSON: And the affidavit is signed is  
21 Defense Exhibit 2149 and that's the one we're referring to for  
22 the signed affidavit.

23 THE COURT: Correct.

24 MR. ISAACSON: Okay.

25 THE COURT: Now, let me just look at the notes to

1 see if it can only be read into evidence or can be received as  
2 an exhibit. It states in the rule, "If admitted, the record  
3 may be read into evidence but may be received as an exhibit  
4 only if offered by an adverse party."

5 So he is a witness --

6 THE DEFENDANT: For the government.

7 THE COURT: Mr. Ventura is a witness being offered  
8 by the government. Mr. Williams is the adverse party with  
9 regard to that. He's the one offering it into evidence. So I  
10 think that means I can receive it into evidence -- let me just  
11 look at the notes real quick. Okay. Doesn't really talk about  
12 that. So I'm going to find that you're adverse so you can  
13 offer it as an exhibit.

14 Again, so my clarification of my ruling with regard to the  
15 emails, only Mr. Ventura's statements will be received over the  
16 objection of the government, and only the signed affidavits  
17 will be received as recorded recollection being offered by  
18 Mr. Williams who's the adverse party since Mr. Ventura's being  
19 called by the government.

20 THE DEFENDANT: Okay. So we're going to need time  
21 to redact and get copies.

22 MR. ISAACSON: Your Honor, I can either -- I don't  
23 know -- we can -- Ms. Yeung's back at the office. We could try  
24 to electronically do it, have her bring it down in 15 minutes.

25 THE COURT: I'll leave that to you, but we're going

1 to start with the witness 'cause we have the jury waiting. So  
2 he can start with something else other than the emails, but  
3 when you get it to him, you get it to him. But you need to  
4 show Mr. Yates first before you guys -- that is, show him the  
5 redacted document before you can offer it.

6 MR. ISAACSON: Yes, Your Honor.

7 THE COURT: All right. We're in recess and we'll  
8 have Ms. Elkington get the jury.

9 (A recess was taken.)

10 (Open court in the presence of the jury.)

11 THE COURT: And the record will reflect the ladies  
12 and gentlemen of the jury, counsel and Mr. Williams.  
13 Mr. Ventura is on the stand.

14 Your witness, Mr. Williams.

15 THE DEFENDANT: Can I get the Government Exhibit 100  
16 pulled up, please?

17 THE COURT: Thank you, Mr. Sorenson.

18 THE DEFENDANT: Yeah. And then I'm gonna need the  
19 numbers of the application. Is that 101? 'Cause I'm gonna  
20 need that and 101. I just want the date.

21 MR. SORENSON: That date?

22 THE DEFENDANT: Yep.

23 CROSS-EXAMINATION

24 BY THE DEFENDANT:

25 Q Good morning, Mr. Ventura.

1           A       Good morning, sir.

2           Q       On the letter that was sent to you by MEI, what date  
3 is that?

4           A       August 28, 2013.

5           THE COURT: Did you want this published?

6           THE DEFENDANT: Yes, ma'am.

7           THE COURT: You may publish.

8           Q       (BY THE DEFENDANT:) And do you remember what month  
9 that you signed up actually, the actual month that you signed  
10 up?

11          A       I don't remember, sir.

12          THE DEFENDANT: Can we get the MEI app, your  
13 government exhibit I think is 101? I think it's the 101, yeah,  
14 the MEI app that you pulled up.

15          MR. SORENSON: Your Honor, I'm going to pull up 101.  
16 Not sure what it is.

17          THE COURT: All right. Is that already received?

18          THE DEFENDANT: Yes, already received in evidence.  
19 It's his MEI application.

20          THE COURT: All right. Do you wish to publish?

21          THE DEFENDANT: That's not it. The MEI application.

22          MR. SORENSON: Just the application?

23          THE DEFENDANT: Yeah, the application.

24          MR. SORENSON: It's 17.

25          THE DEFENDANT: 17, okay. Okay. I'm going to

1 publish this.

2 THE COURT: You want to publish it?

3 THE DEFENDANT: Yeah, the date.

4 THE COURT: You may.

5 Q (BY THE DEFENDANT:) Okay. Mr. Ventura, what day  
6 did the application say that you signed up?

7 A Under my signature?

8 Q Yes.

9 A June 12th, 2013.

10 Q Okay. So that's approximately two months from when  
11 you received the welcome letter, correct?

12 A Yes, sir.

13 Q And do you remember what happened to me the next  
14 month, about 16 days later from the welcome letter, September  
15 13th? Do you remember what happened to me?

16 THE COURT: Wait. September 13th?

17 THE DEFENDANT: Yeah, September 13, 2013.

18 THE WITNESS: I think --

19 THE COURT: I'm sorry. Wait, wait. So you're  
20 referring to Exhibit 100?

21 THE DEFENDANT: Right.

22 THE COURT: That letter? That letter's dated  
23 August 28th.

24 THE DEFENDANT: Yeah, August 28th.

25 Q (BY THE DEFENDANT:) So 16 days later which was



1 September 13th, do you remember what happened to me?

2 A I think that was the first time that you got  
3 incarcerated.

4 Q Correct. And so when I was incarcerated, was I able  
5 to complete your process because of my incarceration?

6 A No, sir.

7 Q Okay. And so when I was incarcerated, who was in  
8 charge of trying to assist you at that time?

9 A It was my contact at that time. It was Ms. Anabel  
10 Cabebe.

11 Q Ms. Anabel Cabebe. And did you have any contact  
12 with Edna Franco and Henry Malinay?

13 A Anabel Cabebe referred me to Edna Franco.

14 Q Okay. And what did Ms. Franco tell you?

15 A Would you repeat that, sir?

16 Q What did Ms. Franco tell you?

17 A What did --

18 Q She talked to you. What did she --

19 MR. YATES: Objection. Hearsay.

20 THE COURT: Sustained.

21 THE WITNESS: When --

22 THE COURT: So don't answer the question.

23 All right. Next question.

24 Q (BY THE DEFENDANT:) So you didn't have -- can I ask  
25 him about the conversation?

1 THE COURT: Yeah, it's hearsay.

2 THE DEFENDANT: 'Cause when he did it was hearsay  
3 but --

4 THE COURT: So I sustained the objection, so ask him  
5 a question.

6 Q (BY THE DEFENDANT:) Do you know who Edna Franco is?

7 A Yes, sir.

8 THE DEFENDANT: Okay. And I'd like to publish 2138,  
9 Exhibit 2138. Yes, Defense Exhibit 2138.

10 THE COURT: Has that been received in evidence,  
11 Ms. Elkington?

12 THE DEFENDANT: I don't think we received it yet,  
13 this one.

14 THE COURTROOM MANAGER: It has not, Your Honor.

15 THE COURT: All right. So it can't be published.

16 THE DEFENDANT: I'll just question him first and  
17 then lay the foundation.

18 THE COURT: Yeah, sure.

19 Q (BY THE DEFENDANT:) Okay. Mr. Ventura, is that  
20 your signature on this document?

21 A What exhibit, sir?

22 THE DEFENDANT: Can he see it?

23 THE COURT: You want him to look at 2138?

24 THE DEFENDANT: 2138, No. 18 and 19, page 18 and 19.

25 THE COURT: Page 18 and 19?

1 THE DEFENDANT: Right.

2 THE COURT: So if you look at the bottom, there's a  
3 tiny number on the bottom and there's a number 18.

4 THE WITNESS: Okay. On the bottom of the last page?

5 THE COURT: On the bottom of each document.

6 THE WITNESS: Oh, each document.

7 THE COURT: There's a long number and the last two  
8 numbers are 1-8.

9 THE COURTROOM MANAGER: Your Honor, there is no 1-8  
10 on this.

11 THE COURT: If you --

12 THE WITNESS: That's the one?

13 THE COURT: If you look on the -- all right. It's  
14 before the witness.

15 Q (BY THE DEFENDANT:) Okay. And can you verify your  
16 signature, Mr. Ventura?

17 A Yes, sir, that is my signature.

18 Q And what is the title of this document?

19 A It's a affidavit of truth.

20 Q Okay. And what day did you sign this affidavit of  
21 truth?

22 A That was in May 13th.

23 Q What year?

24 A Uhm, 2015.

25 Q Okay. I'm gonna just ask you a few questions in

1 regard to this affidavit that you had notarized in 2015. In  
2 this affidavit, did you state that Edna Franco paid  
3 you -- well, you paid her \$2500 in cash without ever receiving  
4 a receipt for your payment?

5 A Yes, sir.

6 Q And did you try to call Edna Franco, Henry Malinay  
7 on numerous occasions but no one ever answered the calls or  
8 texts?

9 A I did try.

10 Q And did they ever answer?

11 A Never get answer because my contact was Anabel  
12 Cabebe.

13 Q Okay. So you never got to talk to Henry or --

14 A I never did.

15 Q Okay.

16 THE COURT: Okay. Wait. You have to wait till he  
17 finishes his question, okay, Mr. Ventura? And then he'll wait  
18 for you to finish your answer.

19 THE WITNESS: Sorry, ma'am.

20 THE COURT: No problem.

21 Go ahead, ask another question.

22 Q (BY THE DEFENDANT:) And did Edna Franco and Henry  
23 Malinay, did they promise you that they could save your home  
24 from foreclosure when I was incarcerated, according to your  
25 sworn statement?

1           MR. YATES: Your Honor, we're referring to this  
2 document as if it's in evidence and it's not and so it's not  
3 clear what the purpose of this document is. And if it's for  
4 refreshment purposes only, then it's improperly being used.

5           THE DEFENDANT: It's just --

6           THE COURT: So he's asking him -- I don't think he's  
7 using the document. Overruled.

8           MR. YATES: He just referred -- oh, sorry.

9           THE COURT: So what are you asking him? Is that  
10 what he stated in the document?

11          THE DEFENDANT: Right.

12          THE COURT: Or is that what he remembers?

13          Q        (BY THE DEFENDANT:) Is that what you remember you  
14 stated in the document?

15          THE COURT: Okay. So you can ask him if he  
16 remembers.

17          THE DEFENDANT: Okay.

18          THE COURT: Okay? If you're going to put the  
19 document in, then you have to ask for it to be moved in. But  
20 you can ask him what he remembers. If he doesn't remember it,  
21 then you can use -- you can either refresh his recollection or  
22 you can ask that this be entered into evidence as a recorded  
23 recollection that he doesn't remember now but he knew at one  
24 time.

25          Q        (BY THE DEFENDANT:) Okay. Do you remember doing

1     this affidavit, Mr. Ventura?

2             A       Yes, sir.

3                   THE DEFENDANT:   Okay.   Now, I would like to enter it  
4     in as evidence.

5                   THE COURT:   No.   You can ask him if he remembers any  
6     of the things.   If he does remember it, then we don't enter it  
7     in.   If he doesn't remember it, then we can enter it in.   It  
8     only comes into evidence if he had a recollection at one time  
9     and he doesn't remember it now and his memory was better then,  
10    then we can receive it in.

11            So you can ask him each of these things and, you know, if  
12    he remembers it, then it doesn't come in.

13                   THE DEFENDANT:   Okay.

14            Q       (BY THE DEFENDANT:)   Do you remember that Edna  
15    Franco had already been sanctioned by the DCCA?   Do you  
16    remember that?

17            A       I remember that.

18            Q       Okay.   And did you remember that Edna and Henry set  
19    up a fraudulent company, tried to name it like mine?   Did you  
20    remember that?

21            A       I heard about it.

22            Q       Okay.   You heard about it but you don't remember all  
23    the --

24            A       I don't remember.

25            Q       Okay.   Did you make a complaint to the FBI against

1 me or MEI or CLOA for fraudulent names or deceiving you or  
2 anything like that?

3 A No, sir.

4 THE DEFENDANT: Okay. Defense Exhibit 2149.

5 MR. YATES: Your Honor, I do object to this exhibit  
6 even being shown to the witness until he establishes the  
7 foundation for that previous hearsay exception recorded  
8 recollection refreshed.

9 THE COURT: Okay. So --

10 THE DEFENDANT: Well --

11 THE COURT: -- he's not offering it into evidence  
12 yet. So it's only if he doesn't remember will we get into the  
13 document.

14 MR. YATES: Understood. But it's currently being  
15 shown to the witness and it seems like if it's not going to be  
16 introduced into evidence, it's not properly before the witness  
17 even for the purposes of this exception until the foundation is  
18 laid that the defendant does not recall the specific --

19 THE COURT: Which is ironic because if he doesn't  
20 remember, it's going to come in. But if it's in front of him  
21 and he testifies about it -- I don't know if it refreshes his  
22 recollection. So you don't want it shown to him?

23 MR. YATES: Correct, Your Honor, that is the rule.

24 THE COURT: Okay. So you're right. So this can't  
25 be shown to him right now. You can ask him questions. If he

1 doesn't remember, then I'll receive it into evidence and then  
2 you can question him.

3 THE DEFENDANT: Okay.

4 Q (BY THE DEFENDANT:) Mr. Ventura, do you remember  
5 doing another affidavit after this affidavit?

6 A What was that question again, sir?

7 Q Do you remember doing another affidavit after you  
8 did the 2015 affidavit?

9 A No, sir.

10 THE DEFENDANT: Okay. Now I would like to enter it  
11 in.

12 THE COURT: Okay. So do you want to refresh his  
13 recollection or you're asking -- okay. He just doesn't  
14 remember the affidavit, but it's the contents of the affidavit  
15 that you want to get in.

16 THE DEFENDANT: Right. I want it in as an exhibit.

17 THE COURT: I know, but you can't get the contents  
18 of the affidavit in until he says he doesn't remember it but he  
19 knew it at one time. Okay?

20 So what is in here that you want to get into evidence you  
21 can ask him. Just because he doesn't remember signing another  
22 affidavit doesn't mean that he doesn't remember the facts  
23 contained in the affidavit. So for you to get the facts  
24 contained in the affidavit, he has to now say he doesn't  
25 remember.



1 THE DEFENDANT: Okay.

2 Q (BY THE DEFENDANT:) Do you remember filling out an  
3 affidavit regarding the email communication that you and I had?

4 A Did you send me an email?

5 Q Yeah. Do you remember doing the affidavit regarding  
6 the email or do you remember what email it was regarding?

7 A No, sir.

8 Q Okay. Do you remember stating in the email that  
9 MEI, me, or CLOA didn't commit mail or wire fraud against you?  
10 Do you remember that?

11 A No, sir.

12 THE DEFENDANT: I would like to move it into  
13 evidence.

14 THE COURT: All right. So -- yeah, all right. So  
15 based on the prior ruling by the court that you've established  
16 that he doesn't have -- he had a recollection at one time and  
17 he doesn't have one now, so I'm going to receive Exhibit 2149  
18 into evidence over the government's objection.

19 THE DEFENDANT: And I'd like to publish it.

20 THE COURT: You may publish.

21 (Exhibit 2149 received into evidence.)

22 Q (BY THE DEFENDANT:) Okay. Mr. Ventura --

23 THE COURT: It's not published to the jury yet.

24 THE DEFENDANT: Okay.

25 THE COURT: Okay. Now it is.

1           Q       (BY THE DEFENDANT:) Do you still reside at 94-730  
2   Kuhaulua Place, Waipahu, Hawaii?

3           A       Yes, sir.

4           Q       Okay. And did you ever contact the FBI or DCCA and  
5   make a complaint against me, MEI, or CLOA?

6           A       No, sir.

7           Q       And the payments that you were sending to MEI,  
8   didn't you understand that that was to help fight your  
9   foreclosure that you were in at that time?

10          A       Yes, sir.

11          Q       And the quarterly statement that was sent to you  
12   that you received from MEI, you did understand that those were  
13   not false; they just reflected your balance that you would owe  
14   if you was able to complete the program?

15          A       That is from my understanding sir.

16          Q       Okay. Now, you do understand the email that we had  
17   regarding your December payment in November 23rd that there was  
18   nothing fraudulent about the email that you sent me in  
19   November, correct?

20          A       Yes, sir.

21          Q       Okay. And was there anything fraudulent about the  
22   response I sent you regarding you not have to make -- you  
23   didn't have to make that December payment?

24          A       Would you repeat that again, sir?

25          Q       Was there anything fraudulent about my response

1 email telling you that you didn't have to make that December  
2 payment?

3 A Uhm, I thought it was -- it was okay.

4 Q Okay. And there was nothing fraudulent about your  
5 response that you sent to me on the following -- response to  
6 the email, correct?

7 A Yes, sir.

8 Q Okay. And do you support my fight for the people to  
9 get justice in the courts?

10 A For all these years, sir, I have known you, sir, I  
11 believe in you. I have trusted you all these years.

12 Q Okay.

13 A Not until I -- I have a meeting with my first  
14 pretrial interview when they asked me the questions that did  
15 this -- didn't this occur to your mind that the -- that your  
16 signature on a documents -- the signature on the documents  
17 is -- signature of the documents is a seal of your agreement to  
18 pay the loan.

19 Q And who told you that, Mr. Ventura?

20 A The prosecutors.

21 Q And are they in the courtroom today?

22 A Yes, sir.

23 Q And could you point them out?

24 A Uhm, Mr. Gregg.

25 Q He was the only one?

1           A       Yes.

2           Q       Okay.  So prior to you talking to them or prior to  
3   them tampering with you, they -- you would -- had a different  
4   view?

5                   MR. YATES:  Objection to the characterization.

6                   THE COURT:  All right.  Rephrase the question.  
7   Don't use the word "tamper."

8           Q       (BY THE DEFENDANT:)  So prior to them telling you  
9   about your signature as a seal or to that effect, you had a  
10  prior different belief?

11          A       Yes.

12          Q       Now --

13          A       I --

14                   THE COURT:  Wait.  Let him finish his answer.

15                   THE DEFENDANT:  I'm sorry.  Go ahead.

16                   THE WITNESS:  Yeah.  In fact, sir, I was even  
17  defending you at first.  But when that question asked and  
18  thought of myself being a Christian, it just like slapped me in  
19  the face and I'm ashamed of it because it's true.  That is my  
20  signature and that is a -- my promise to pay off the loan.  So  
21  that's when I changed -- I changed my perspective of the whole  
22  situation, sir.

23          Q       (BY THE DEFENDANT:)  So, Mr. Ventura, so if you were  
24  loaned lawful money by someone, you believe you should pay it  
25  back, correct?

1           A       Of course, yes.

2           Q       Okay. Now, if someone told you that they loaned you  
3 some money and they deceived you into thinking that you were  
4 loaned some money and they actually didn't loan you money,  
5 would you feel guilty?

6           A       If there is a documentation where I signed a  
7 document that proved that I'm liable, whatever, money that lend  
8 to me.

9           Q       Right. But what I'm asking you is that if you found  
10 out that it was fraudulent, that they deceived you into  
11 thinking that you were actually loaned funds, then would you  
12 feel that guilt?

13          A       I still feel guilty 'cause they loaned me that  
14 money.

15          Q       That's what I'm asking you. If you found out that  
16 they didn't loan you money, though you thought they loaned you  
17 money, if you found out that it was a fraud, that they actually  
18 didn't loan you any money, now would you feel guilty about not  
19 paying someone that didn't loan you a dime?

20                   MR. YATES: Asked and answered.

21                   THE COURT: Overruled. Do you --

22                   THE WITNESS: If it's a fraud and they did -- let me  
23 just put it this way, sir. I have a house.

24                   THE DEFENDANT: Uh-huh.

25                   THE WITNESS: They lent me that money. So even if

1   it's a fraud, I still liable for that money because of my  
2   house. Without that money that they lend me, I wouldn't be  
3   able to have my house.

4           Q       (BY THE DEFENDANT:) Okay. I'm going to come  
5   back --

6           A       So just like going around finding a way not to pay  
7   the loan. It's just like robbing a bank.

8           Q       So you feel that once fraud is exposed, that you  
9   still liable to still pay back the bank even though it was  
10  fraudulent?

11          A       Yeah, because of the house. I still have the house.

12          Q       Right. But you didn't --

13          A       Yeah.

14          Q       But you didn't feel that way until after you talked  
15  to the prosecutors, until the prosecutor called you and had you  
16  come to the office; is that correct? That's when you felt like  
17  that, correct?

18          A       Uhm, would you repeat that again, sir?

19          Q       Well, you didn't have that feeling, you didn't feel  
20  that way until after you went to the prosecutor's office and  
21  they told you what they told you, correct?

22          A       After I was already -- I was already guilty, sir,  
23  what has been going on.

24          Q       Well, I'm saying --

25          A       And I feel guilty already because, you know, like I

1 said, you know, I been very active in the church. I know what  
2 the Bible teach me, and when I see those things, I read some  
3 things like pertaining to borrowing money, you know, that's  
4 when I feel guilty. I think about, you know, what I have done  
5 and I feel guilty. Oh, yeah, they lent me the money, you know,  
6 I have a house. There's no such thing as having a free home.  
7 You have to pay for it, sir.

8 Q Let me ask you this question: When you got your  
9 home -- right? -- did you see the check that the bank said they  
10 loaned you?

11 A I did not.

12 Q Did you ask for verification of the check that they  
13 said they loaned for your house?

14 A I did not.

15 Q Do you remember me filing documents against the bank  
16 on your behalf when we was fighting your foreclosure?

17 A Yes.

18 Q And do you remember one of the questions I would ask  
19 the bank is if you loaned my client lawful money, produce the  
20 bank statement that shows you debited this money to purchase  
21 his house on behalf of my client? Do you remember that was one  
22 of the questions and the answers and admissions?

23 A Yeah. But that it doesn't matter because of my  
24 signature. I am liable to that loan --

25 Q Right.

1           A       -- because of my signature.  It's my face on there,  
2  sir.

3           Q       I understand that.

4           A       It's my face on that -- you know, that document that  
5  I signed.  That's why it make me feel guilty and feel like I'm  
6  hypocrite.  If you see me, I'm walking around with my shirt,  
7  the Church of Christ.  I feel guilty.

8           Q       Do you remember what the bank's answer was to that  
9  question about loaning them money?

10          A       Well, all those questions you asked the bank they  
11  could not provide you, they could not answer you.

12          Q       Correct.  Now I'm going to come back to this  
13  affidavit.  I want you to look at this.  This is a note  
14  that --

15                   THE COURT:  Wait.  What exhibit is this?

16                   THE DEFENDANT:  This is Exhibit 2042, page 7, 8, and  
17  9.

18                   THE COURT:  Okay.

19                   THE COURTROOM MANAGER:  Your Honor, it's not in  
20  evidence.

21                   THE COURT:  Okay.

22          Q       (BY THE DEFENDANT:)  Now, when you got your  
23  mortgage, who was the mortgage by?

24          A       Who was the mortgage?

25          Q       Yes.  Who is -- like when you -- when the



1 foreclosure was filed against you, what company was trying to  
2 foreclose you on your home that I was fighting?

3 A What company that filed the foreclosure?

4 Q Right.

5 A It was National City or PNC. I don't remember, sir.  
6 PNC Mortgage I think.

7 Q PNC Bank?

8 A Yeah.

9 Q Now, do you recognize this note that you signed?

10 A Yes.

11 Q Okay. And can you look at the third page, page 9.  
12 Is that your signature?

13 A Yes, sir.

14 Q Now, when you signed this note, Mr. Ventura, did it  
15 have all those stamps on there?

16 A It wasn't there.

17 Q Okay. So these stamps were put on there after you  
18 signed this note?

19 MR. YATES: Your Honor, it appears that we're now  
20 talking about the document itself as if it were in evidence.  
21 So we do ask that either it be moved into evidence or that we  
22 ask that the document be taken down.

23 THE DEFENDANT: I'd like to move it into evidence.

24 THE COURT: All right. Received. Do you want to  
25 publish?

1 THE DEFENDANT: Yes, I'd like to publish.

2 THE COURT: Okay. You may publish.

3 (Exhibit 2042 received into evidence.)

4 Q (BY THE DEFENDANT:) So when you signed the note,  
5 there was none of this stamp nowhere?

6 THE COURT: Yes, that's what he testified, yes.  
7 What's the next question?

8 THE WITNESS: None were there.

9 THE COURT: What's the next question? He's already  
10 answered twice.

11 Q (BY THE DEFENDANT:) Do you know what it means when  
12 they put paid to the order of on a promissory note that you  
13 signed?

14 A According to your explanation before it was -- it's  
15 been cast out.

16 Q Well, do you remember what I explained to you all  
17 what that means when a bank paid to the order of themselves on  
18 a note? Do you remember the conversation? I know it's been a  
19 while. It's been about, what, 2013, 2015 --

20 THE COURT: So the question -- you need to ask one  
21 question at a time.

22 Do you remember what he told you about what it means when  
23 somebody stamps it like that?

24 THE WITNESS: Yes, I remember, but I can't remember  
25 exactly how you explained it. But for my understanding is that

1     that means they sold -- they sold the note.

2           Q       (BY THE DEFENDANT:)   Okay.   So when they put the  
3     paid to the order stamp on there --

4           THE COURT:   All right.   So why is this relevant to  
5     anything?   What is it relevant to with regard to it?   So we  
6     have the note.   What questions do you want to ask him about it?

7           THE DEFENDANT:   Well, 'cause --

8           THE COURT:   He told you what his understanding is.  
9     So what's the question you want --

10          THE DEFENDANT:   Because he's saying he felt guilty  
11     and I'm showing that he was never loaned anything.   I'm showing  
12     him what the process what the banks do in the fraud that I was  
13     exposing.

14          THE COURT:   I don't want you testifying about that.  
15     Ask him a question within his own knowledge.   He's told you how  
16     he feels and why he feels it.   All right.

17          Q       (BY THE DEFENDANT:)   So did the prosecutors explain  
18     to you when they talked to you that Tuesday that when a bank  
19     put the paid to the order stamp on that, that that created the  
20     funds for the loan?   Did they explain that to you?

21          A       No, it was not.

22          Q       Did any attorney that you ever talked to explain to  
23     you that when the bank put a paid to the order stamp on that  
24     note, that that creates the fund from your signature to  
25     actually finance your own loan?

1           A       No, sir.

2           Q       All right. So you don't know -- you haven't done  
3 the research to see that that's actually the process of what  
4 happens, correct?

5           A       No. But it doesn't matter, sir. It doesn't matter.  
6 Like I said, my signature on there. So I don't care what the  
7 bank would do already. You know, everybody wants to makes  
8 money. So I don't care what they're going to do after a while.  
9 My signature, that's what makes me guilty because I signed the  
10 document honestly, I made my -- I promised to pay it back  
11 through my signature. That's what make me feel guilty.

12          Q       Okay. Now, earlier you said that you had did some  
13 research about the strawman, correct?

14          A       Yes.

15          Q       And what is your understanding of what a strawman  
16 is?

17          A       My understanding is there is a way you could have a  
18 house free and clear. Like I said, it's a complex process.  
19 But there is a way how you could do that. And that's the  
20 reason why I -- you guys got me convinced because I already  
21 watched that before I met Mr. Henry Malinay. I already know  
22 what you guys talking about.

23                   But like I said, just recently it dawned into my  
24 mind that, you know, no matter what, it's still wrong because I  
25 signed. That's my signature on there on the document.

1 Q Right.

2 A That represent me who I am. It's my face on there.

3 Q Right. Now, did you know that when you signed on  
4 there, that you're not getting the house -- nothing for  
5 nothing -- that you created the funds for the loan? Do you  
6 understand that? That you're not getting it for nothing, the  
7 funds were created by you? Do you understand that?

8 A I understand. But like I say, it won't matter any  
9 more because of the signature.

10 Q So during the -- when you met me, did you get to go  
11 on the website, my website? Did you --

12 A I did.

13 Q Okay. Now, when you went on the website, was there  
14 a lot of informative information on the website?

15 A There is.

16 Q And did you see any of the videos that I posted of  
17 me in court representing other clients in other states on the  
18 website?

19 A Not on the website.

20 Q Well, where did you go at?

21 A On YouTube there is.

22 Q So you went on YouTube and you saw videos of me in  
23 court assisting other clients in other states and in Hawaii,  
24 correct?

25 A Yes, sir.

1           Q       And did you see the video that I went to the FBI  
2 office?

3           A       I did.

4           Q       Okay. And do you remember why I went to the FBI  
5 office? Do you remember the contents?

6                   MR. YATES: Objection. Relevance.

7                   THE COURT: Yeah. What's the relevance?

8                   THE DEFENDANT: Because they're charging me with  
9 mail and wire fraud from my business and that's what I went to  
10 the FBI to confront them about.

11                  THE COURT: All right. So sustained. It's not  
12 relevant with regard to his direct testimony. So ask another  
13 question, please.

14                  THE DEFENDANT: Well, I mean, he actually saw the  
15 video.

16                  THE COURT: Yes, but it's not relevant to his  
17 testimony. So go ahead and ask another question.

18           Q       (BY THE DEFENDANT:) So when you saw the video, did  
19 you see how I represented myself and confronted the FBI?

20                   MR. YATES: Objection.

21                  THE COURT: Yeah, sustained. The jury is reminded  
22 that questions by Mr. Williams and counsel is not evidence and  
23 they will disregard his question.

24           All right. So ask another question.

25           Q       (BY THE DEFENDANT:) Did you see the video of me

1 presenting my private attorney general ID to the TSA?

2 MR. YATES: Objection. Relevance.

3 THE COURT: Sustained. Ask another question.

4 THE DEFENDANT: They made so much about my ID being  
5 fake and so this is a eyewitness that saw the video of me --

6 THE COURT: Yes, but that doesn't mean that it's  
7 valid. It just means that he saw a video. You can watch  
8 videos of anything. So it's not relevant to Mr. Malinay -- I'm  
9 sorry -- Mr. Ventura's testimony today on direct examination.  
10 You can can ask him questions about his mortgage, his knowledge  
11 of you, your interactions.

12 So please ask --

13 Q (BY THE DEFENDANT:) Mr. Ventura, have you done your  
14 own independent research regarding debt and credit rights for  
15 consumers?

16 A No, sir.

17 Q You've never done any research?

18 A No.

19 Q So what kind of research have you done?

20 THE COURT: He's just testified he hasn't done any  
21 research.

22 THE DEFENDANT: I'm saying that was on credit. But  
23 I'm asking him what kind of research have you done in regards  
24 to mortgages, notes, 'cause you said you had seen a movie or  
25 something -- you had said you had seen an *Inside Job* or movie

1 or something like that.

2 THE WITNESS: Yes.

3 THE DEFENDANT: Okay.

4 THE WITNESS: I'm -- I'm -- in the beginning I'm  
5 doing a research because of my issues. I'm doing research  
6 because I want to find a way how to get away from it, how to be  
7 able to defend myself when I'm -- to defend myself with  
8 the -- with the issues that I'm already on.

9 Q (BY THE DEFENDANT:) Okay. Now, do you remember a  
10 motion that I filed for you that the court issued -- well, that  
11 the banks filed a motion for protective order against me? Do  
12 you remember that?

13 A Yes, sir.

14 Q And do you remember that the order asked the court  
15 to strike the motion that I filed so the bank wouldn't have to  
16 answer me?

17 A Yes, sir.

18 Q And did I always promptly answer any motions that  
19 the bank filed against you for foreclosure?

20 A Would you repeat that, sir?

21 Q Did I always promptly file a response to any motion  
22 that the bank filed against you?

23 A Yes, sir.

24 Q And have you come to know me that I'm also a avid  
25 believer in the Bible?



1           A       Yes, sir. That's why -- that's why every now and  
2 then I called you brother because of our -- our understanding  
3 about the Bible, although we disagree on some belief.

4           Q       All right.

5           A       Some doctrines.

6           Q       Uh-huh. Now, and so now that you've known me, is it  
7 safe to say that you know that everything I do, I do based on  
8 my faith?

9           A       Yes.

10          Q       And since you've come to know me, in your own  
11 personal experience am I a man of integrity?

12          A       Yes.

13          Q       And am I a man if I promise you I'm going to do  
14 something, I'm going to do just that?

15          A       Yes.

16          Q       Okay. And am I someone that you saw championed and  
17 stand up for the rights that people that can't stand up for  
18 themselves?

19          A       Yes.

20          Q       Now, I'm going to bring your attention to a motion  
21 that I had filed. This is Defense Exhibit 2042.

22                   Does the government have any objection to me  
23 publishing this?

24                   THE COURT: You want to enter it into evidence?

25                   THE DEFENDANT: Enter into evidence.

1 THE COURT: Any objection?

2 MR. YATES: I need to see this document. I  
3 apologize. One moment, please.

4 So we do object. This is -- it appears to be a document  
5 filing -- out-of-court document filing. It's not clear what  
6 the relevance is to this proceeding.

7 THE DEFENDANT: Well, it's filed in court.  
8 Actually, it's a court document.

9 THE COURT: Right. So what's the relevance to this  
10 case?

11 THE DEFENDANT: That this is one of the documents  
12 that I would file to fight his foreclosure, you know, so to  
13 assist him in staying in his home. This is one of the -- this  
14 is actually the first document that I would file to the  
15 complaint. This is the answer to the complaint.

16 THE COURT: I understand what it is, but why is that  
17 relevant to the claims in this case? We're not -- we're  
18 not -- this is not a trial about the foreclosure.

19 THE DEFENDANT: Well, they're charging me and saying  
20 that I misrepresented what I could do for the clients, and I'm  
21 showing what I actually did and I had a lawful authority to do  
22 what I did to assist them in staying in their homes.

23 THE COURT: Right. But where -- so point out to me  
24 where on this that indicates that you did this. It doesn't  
25 have your name on it.

1 THE DEFENDANT: No. I'm fixing to ask him was I the  
2 one that drafted this for him.

3 THE COURT: So you could just ask him if you drafted  
4 legal documents for him, but we don't need to receive it  
5 because your name isn't anywhere on this document.

6 THE DEFENDANT: Well, I mean --

7 THE COURT: It's just going to be his testimony  
8 about it, so for me to receive it into evidence doesn't serve  
9 any purpose. But you can ask him if you drafted things for him  
10 to file.

11 THE DEFENDANT: Okay.

12 THE COURT: So the objection is sustained. But you  
13 can ask a question.

14 Q (BY THE DEFENDANT:) Okay. Is this one of the  
15 motions that you can recognize that I filed on your behalf,  
16 Mr. Ventura?

17 A Yes, sir.

18 Q And can you see how many pages this was -- how many  
19 pages it was?

20 THE COURT: I'm sorry. So what's your question?  
21 Does he know how many pages are on that document?

22 THE DEFENDANT: Right, on that document.

23 THE WITNESS: I don't remember how many pages, sir.

24 Q (BY THE DEFENDANT:) Okay. Now, when I would draft  
25 documents for you, did I give you a copy of the document that I

1 draft?

2 A You did.

3 Q And so you was able to review, peruse, and look at  
4 the laws that I would put in the document to assist you in  
5 fighting the foreclosure, correct?

6 A Yes, sir.

7 Q So I never just drafted something and didn't notify  
8 you so you could actually see what I was filing?

9 A No.

10 Q Okay. So everything that I did for you was what I  
11 contracted to do for you?

12 A Yes, sir.

13 Q And the only reason you didn't get to finish the  
14 actual process is because of my illegal incarceration which was  
15 16 days after you was formally welcomed to the MEI program,  
16 correct?

17 A Yes.

18 Q And you are familiar with Rosy Thomas?

19 A Yes.

20 Q And who is Rosy Thomas?

21 A It's someone that I met later.

22 Q And is she a client of mine?

23 A Yes.

24 Q And did I also fight her foreclosure?

25 A Yes.

1 Q And did I also fight her mom's foreclosure?

2 A Yes.

3 Q And is her mom and her still in their home?

4 A Yes.

5 Q Okay. And if I hadn't of helped you with the  
6 foreclosure, do you think that the bank would have foreclosed  
7 on your house?

8 A Yes.

9 THE DEFENDANT: Okay. Now, the UCC, what was  
10 the -- you all exhibit number, his UCC document?

11 MR. SORENSON: 17, I believe?

12 THE DEFENDANT: I think it's 100. Yeah, blow up  
13 the -- yeah.

14 Q (BY THE DEFENDANT:) Okay. Mr. Ventura, you did  
15 some -- little research on what a strawman is, correct?

16 A Yes.

17 Q Okay. Now, when the UCC was done, do you remember  
18 explaining -- me explaining to you that the strawman is really  
19 the all capital letters name that you have like on your  
20 driver's license and things like that?

21 A Yes, sir.

22 Q Okay. So when the UCC was filled out, it was  
23 supposed to have been filled out where the all capital letters  
24 name is the debtor and the upper case lower case name is the  
25 secured creditor?

1           A       Yes, sir.

2           Q       Okay. Can you look at the date when this document  
3 was filed?

4           A       I don't see -- I don't see the date on there.

5           Q       It should be at the top. Okay. Can you see that  
6 date?

7           A       Yes.

8           Q       Now, on December 4th of 2013, I was still  
9 incarcerated, correct?

10          A       You were incarcerated, but I think you were -- you  
11 got off temporarily. That's the reason why that was the time  
12 that you did the filing.

13          Q       Well, now, Mr. Ventura, if you remember correctly, I  
14 didn't get out still September 2014.

15          A       2014.

16          Q       Right. Do you remember?

17          A       I don't remember that.

18          Q       Okay. Do you remember me refiling the UCC in its  
19 proper form?

20          A       Yes.

21                 THE DEFENDANT: Okay. Defense Exhibit 2043, I'd  
22 like to enter this into evidence?

23                 THE COURT: Any objection?

24                 THE DEFENDANT: UCC lien.

25                 MR. YATES: No objection.

1 THE COURT: All right. Received.

2 (Exhibit 2043 received into evidence.)

3 THE DEFENDANT: I'd like to publish it.

4 THE COURT: You may publish.

5 Q (BY THE DEFENDANT: And can you see the UCC form,  
6 Mr. Ventura?

7 A Yes.

8 Q Okay. On the top it has individual surname and it  
9 has your name in all capital letters, correct?

10 A Yes, sir.

11 Q And that's part of under where it says debtor name,  
12 correct? You see --

13 A Yes, sir.

14 Q Okay. Now, can you turn to the second page? And  
15 you see where number 11 -- can you see number 11?

16 A Yes.

17 Q And it says Additional Secure Party's Name, correct?

18 A Yes, sir.

19 Q And how was your name spelled in that box?

20 A It's spelled capital letter and lower case.

21 Q Right. So in your research of the strawman and the  
22 secure party, the secure party wouldn't be the all capital  
23 letters name, correct?

24 A Yes.

25 Q It would be the upper case lower case, correct?

1           A       Yes.

2           Q       And do you remember this is the reason why I had to  
3 redo this because it was done wrong by Edna and her team?

4           A       Yes.

5           Q       Okay. Now, on the mortgage that you got with the  
6 bank, did you sit down -- did you ever read your mortgage,  
7 Mr. Ventura?

8           A       It was explained, but I didn't really read it.

9           THE DEFENDANT: Okay. I'd like to -- Exhibit 2042  
10 starting at page 10, I'd like to publish and enter it into  
11 evidence.

12          THE COURT: Any objection to receiving it into  
13 evidence?

14          THE DEFENDANT: This is his actual --

15          MR. YATES: What document is it?

16          THE DEFENDANT: It's 2042 and it starts at page 10.

17          MR. YATES: Through what?

18          THE DEFENDANT: 10 through 25.

19          THE COURT: You only want that portion of the  
20 exhibit received?

21          THE DEFENDANT: No, the whole mortgage.

22          THE COURT: But those pages?

23          THE DEFENDANT: Yeah.

24          THE COURT: 10 through --

25          THE DEFENDANT: Right.



1 THE COURT: What I'm saying is you identified many  
2 pages under 2042.

3 THE DEFENDANT: Right.

4 THE COURT: But you're not seeking to admit the  
5 entire document?

6 THE DEFENDANT: No, not the entire.

7 THE COURT: You only want the note.

8 THE DEFENDANT: Yeah, just the mortgage from 10 to  
9 25 'cause this is his actual mortgage.

10 THE COURT: Don't testify what it is. I'm just want  
11 to clarify that. Okay.

12 MR. YATES: So with the understanding that it's just  
13 2042 pages 10 through 25, the government has no objection.

14 THE COURT: All right. So that portion of 2042 will  
15 be received, just that part. All right?

16 So that's in evidence. Do you wish to publish?

17 THE DEFENDANT: Yes.

18 THE COURT: All right. You may publish.

19 (Exhibit 2042 pages 10-25 received into  
20 evidence.)

21 Q (BY THE DEFENDANT:) Okay. Mr. Ventura, is this the  
22 copy of the mortgage that you signed with the bank?

23 A Yes, sir.

24 Q Okay. And can you turn to page 17 of your mortgage?

25 A Number 17?

1 Q Yes, sir.

2 THE COURT: It's the one on the screen in front of  
3 you.

4 THE WITNESS: Okay.

5 THE COURT: Is there a particular part of it you  
6 want him to look at?

7 THE DEFENDANT: Yes. It's going to be paragraph 10,  
8 mortgage insurance.

9 THE COURT: All right. Can you see that on the  
10 screen? There's a number 10 and there's a title says Mortgage  
11 Insurance?

12 THE WITNESS: Yes, ma'am.

13 THE COURT: What's your question?

14 Q (BY THE DEFENDANT:) Okay. So when you made your  
15 mortgage payment, did the bank outline what constitute your  
16 full payment to the bank?

17 A No.

18 Q Like, do you remember getting like a loan statement  
19 or a payment statement every month from the bank?

20 A Yes.

21 Q And do you remember like usually it's on the  
22 right-hand say -- it'll say principal, interest, taxes,  
23 insurance, and then it will constitute the payment? Do you  
24 kind of remember that?

25 A Yes, sir.

1           Q       Now, did you know what the insurance part of your  
2 payment was for?

3           A       The insurance is to cover any structure damage.

4           Q       No, no. That's -- that's separate --

5                   THE COURT: No, no. So that's his understanding,  
6 okay? So that's what he understood.

7           Now ask another question.

8           Q       (BY THE DEFENDANT:) Okay. Do you know the  
9 difference between property insurance and mortgage insurance?

10          A       Yeah. Property insurance is -- that's what cover  
11 the -- whatever damages that may occur in the property.

12          Q       Correct. Now, do you know what mortgage insurance  
13 is?

14          A       Mortgage insurance that was supposed to cover the  
15 mortgage in case of death in the family.

16          Q       Okay. This is in your mortgage. Can you look at  
17 paragraph 10?

18          A       Yes.

19          Q       You see where it says Mortgage Insurance? Can you  
20 read that, just that first --

21                   THE COURT: No, I'm not going to have him read.  
22 It's in evidence. What question do you want him to answer  
23 regarding this section?

24          Q       (BY THE DEFENDANT:) Did you know that mortgage  
25 insurance was actually a part of your loan?

1           A       Yes.

2           Q       Okay. So did you know that the mortgage insurance  
3 actually protected the bank from if you ever defaulted on the  
4 loan?

5                   MR. YATES: Objection. Testifying.

6                   THE WITNESS: Yes.

7                   THE COURT: All right. Overruled. Okay. So he did  
8 know that. So what's the next question?

9           Q       (BY THE DEFENDANT:) Okay. So when you defaulted on  
10 your loan and didn't pay it, did you know that the insurance  
11 paid the bank the amount -- full amount of the money that they  
12 said they loaned you? Did you know that?

13          A       Yes.

14          Q       Okay. So if you knew they paid the full amount of  
15 the insurance and that you were the one that paid the premium,  
16 why would you feel guilty when now you already paid off the  
17 loan?

18          A       Once again, like I said, you know, they lent me the  
19 money and Psalm -- Psalm 37 verse 21 says, "A wicked man  
20 borrows but does not pay." So I'm still liable to whatever  
21 loan that they loaned me. It doesn't matter.

22          Q       Okay. Let me put it this way --

23          A       'Cause -- 'cause like I said, that it's my face on  
24 there.

25                   THE COURT: All right. So ask another question.

1 I'm not going to -- no, you can't ask questions on this. He's  
2 already answered you several times about why he feels guilty.  
3 This is not an opportunity to change his mind.

4 THE DEFENDANT: I'm not trying to change his mind.

5 THE COURT: Ask him about what he testified in  
6 direct or anything to do with this case.

7 Q (BY THE DEFENDANT:) Okay. So you have a car, a  
8 vehicle, correct?

9 THE COURT: Not going to let you ask him those  
10 questions. It has nothing to do with the facts of this case.  
11 So ask a question.

12 Q (BY THE DEFENDANT:) So you were the one that make  
13 the payment on the mortgage, right?

14 A Yes.

15 Q You the one that made the payment?

16 A Yes.

17 Q So you paid the principal? You pay the interest?

18 THE COURT: All right. Again, not going to have you  
19 ask the line of questioning 'cause again it goes with regard to  
20 his feelings about his obligation to pay the mortgage. Ask him  
21 a question having to do with this case.

22 Q (BY THE DEFENDANT:) Can you turn to page 19 of the  
23 mortgage?

24 THE COURT: What paragraph? It's in front of you.

25 THE DEFENDANT: Paragraph 16.

1           THE COURT: All right. What's your question. It's  
2 in front of him.

3           Q       (BY THE DEFENDANT:) Did you understand what law was  
4 governing your mortgage?

5           A       No, sir.

6           Q       So do you know the rights that you had in pertaining  
7 to your mortgage?

8           A       No, sir.

9           THE DEFENDANT: Okay. I don't have no more  
10 questions?

11          THE COURT: All right. Do you have more than  
12 10 minutes of questioning of this witness?

13          MR. YATES: I believe so.

14          THE COURT: So we'll take our recess now then and  
15 then you'll follow that with your redirect.

16          Ladies and gentlemen, we're going to take another recess  
17 for 15 minutes. If you'd leave your iPad and your notebooks  
18 behind, and of course don't engage in any social media  
19 regarding the trial or any witnesses.

20          Please rise for the jury. We're in a 15-minute recess.  
21 Thank you.

22                (A recess was taken.)

23                (Open court out of the presence of the jury.)

24          THE COURT: The record will reflect the jury's not  
25 present, nor is the witness. Present are Mr. Williams and

1 counsel.

2 So, Mr. Williams, I understand you have an issue you'd  
3 like resolved before we bring in the witness and the jury.

4 THE DEFENDANT: Yes. It's clear that the  
5 prosecutor's office intimidated Mr. Ventura into feeling guilty  
6 for something that he hasn't felt guilty about his whole life.  
7 And so when you have a person like that who, you know, is a  
8 good person, but the FBI come knocking at your door, request  
9 that you come talk to them, or -- that would, you know, scare  
10 anybody. And so he clearly was scared into changing his belief  
11 that oh, I got to pay because of my signature. That's  
12 clear -- that clearly violates the witness tampering statute  
13 where you cannot persuade someone to either change what they  
14 was going to testify or even change who they was going to  
15 testify for, which they've done that clearly.

16 THE COURT: Okay. So what are you asking for?

17 THE DEFENDANT: Dismissal because of witness  
18 tampering.

19 THE COURT: Okay. And who will be responding on  
20 behalf of the government?

21 All right. Mr. Sorenson, if you could just speak into a  
22 microphone. Thank you.

23 MR. SORENSON: Your Honor, I would simply respond  
24 that I don't know that any foundation for witness tampering has  
25 been laid whatsoever. This witness did not say anybody

1 tampered with him. He discussed with our office in pretrial  
2 preparation his testimony. During the context of his testimony  
3 we talked about the notes and his promises to pay on those  
4 notes in areas that we were going to go into on direct  
5 examination.

6 There's no -- there's certainly no showing of a corrupt  
7 effort to persuade or dissuade Mr. Ventura from testifying any  
8 way. I think it's been pretty clear from his testimony what  
9 his beliefs are.

10 THE DEFENDANT: Well, here's the documentation. I  
11 can put it up on the -- the -- it's Defense Exhibit 2150.

12 THE COURT: What is it?

13 THE DEFENDANT: This is where he sent the email to  
14 one of my other clients saying that after talking to him, he's  
15 backing out of testifying for me.

16 THE COURT: Okay. But that doesn't have to do with  
17 Mr. Ventura.

18 THE DEFENDANT: Yeah, it is. It's Mr. Ventura.  
19 This is his email.

20 THE COURT: Okay. Why don't you put it on the  
21 docucam so I can see it.

22 All right. So this is not an email to you. It's an email  
23 to Rosy.

24 THE DEFENDANT: Right, Thomas, and she forwarded  
25 that to me.



1           THE COURT: All right. So he basically reiterates  
2 sort of what he testified to today.

3           THE DEFENDANT: Right, and what he says, "But they  
4 were right. They made me understand." So they persuaded him  
5 into saying that Oh, I got to pay my mortgage. They persuaded  
6 him that. He didn't have that sentiment before they contacted  
7 him. That was not his sentiment because this man did as much  
8 research as I did, and then he said he didn't, which he did;  
9 that's the reason why he knew what I was talking about because  
10 he did research it.

11          But like I said, when the FBI come calling or U.S.  
12 Attorney's Office, and they're very intimidating, the  
13 average -- if a person don't have the faith like I have and no  
14 fear, then they gonna fold, and that's what happened.

15          THE COURT: So just for the record, this is an email  
16 dated January 18, 2020, from Mr. Ventura to Rosy Esprecion --

17          THE DEFENDANT: Right.

18          THE COURT: -- E-s-p-r-e-c-i-o-n, subject re:  
19 Affidavit from ATW.

20          All right. So I understand what your position is and your  
21 argument and you're seeking dismissal. So your oral motion is  
22 denied. The court does not find that the government has  
23 intimidated, influenced, or otherwise forced --

24          THE DEFENDANT: Persuaded.

25          THE COURT: -- Mr. Ventura corruptly. He has

1 testified that it was his honest change in belief after looking  
2 at the documents and meeting with the prosecutors.

3 All right? So anything else that we need to take up  
4 before we bring Mr. Ventura back?

5 MR. SORENSON: Can we just add in, Your Honor, that  
6 the Court did do a motion in limine on this, I believe, with  
7 respect to a motion to dismiss, so just for the record on that  
8 front as well.

9 THE COURT: Right. Well, I mean, now we've had an  
10 opportunity, though, to have Mr. Ventura talk about why he  
11 changed his mind and his feelings, and he never mentioned that  
12 you folks were intimidating him, forcing him, et cetera.

13 So, Mr. Isaacson, is there something that you wanted  
14 clarified?

15 MR. ISAACSON: Yes, Your Honor. Pursuant to this  
16 Court's ruling yesterday and your instructions this morning, I  
17 have presented the list of defense witnesses asking  
18 Mr. Williams to identify any of the out-of-state people that  
19 you have quashed that --

20 THE COURT: Do we need to take this up before we  
21 have Mr. Ventura testify further?

22 MR. ISAACSON: I don't know, Judge. I'm just trying  
23 to get the word --

24 THE COURT: Can we do this at the end of the day so  
25 we can make the most time of the jury?

1 MR. ISAACSON: Of course, Your Honor.

2 THE COURT: Okay. Thank you. So I'm happy for you  
3 to bring it up; it's only we have so much time with the jury  
4 and I would like to get through as many witnesses as possible.

5 MR. ISAACSON: Of course, Your Honor.

6 THE COURT: All right. So if there's nothing  
7 further, then I'm going to have Ms. Elkington get the jury, and  
8 if the government would please bring Mr. Ventura in.

9 All right. We're in recess until the jury returns.

10 (A recess was taken.)

11 (Open court in the presence of the jury.)

12 THE COURT: Let the record reflect the presence of  
13 the ladies and gentlemen of the jury. Mr. Ventura is on the  
14 stand.

15 Mr. Yates, your witness.

16 MR. YATES: Yes, Your Honor.

17 REDIRECT EXAMINATION

18 BY MR. YATES:

19 Q Mr. Ventura, Mr. Williams asked you about a number  
20 of affidavits that you had submitted to this court. Do you  
21 recall that?

22 A This court?

23 Q His questions. Do you remember that Mr. Williams  
24 just asked you that -- about whether you submitted affidavits  
25 to this court?

1           A       Yes.

2           Q       Okay. And you recall writing affidavits for

3 Mr. Williams, correct?

4           A       Yes.

5           Q       Okay. But who actually wrote those affidavits?

6           A       Mr. Williams.

7           Q       Okay. And you just signed them, correct?

8           A       Repeat that, sir.

9           Q       You just signed them?

10          A       Yes.

11          Q       Okay. And in the affidavits I believe you just

12 testified that you blamed Edna Franco and perhaps Henry Malinay

13 for some issues with MEI; is that right?

14          A       With MEI?

15          Q       Yes.

16          A       I don't remember that.

17          Q       Okay. Did you at some point sign an affidavit in

18 which you said that Edna Franco and Henry Malinay made some

19 representations to you about MEI?

20          A       I don't quite understand that, sir.

21          Q       That's fine. But to be very clear to the jury, you

22 also interacted with Anabel Cabebe when you were dealing with

23 MEI business, correct?

24          A       Yes, sir.

25          Q       And you also interacted with Anthony Williams on MEI

1 business, correct?

2 A Yes, sir.

3 Q And you relied on the representations made to you by  
4 Anthony Williams, correct?

5 A Yes.

6 Q Okay. Now, you recall just moments ago that  
7 Mr. Williams asked you certain questions about a November  
8 email, a November 2000 -- one moment -- 2014 email?

9 A Yes.

10 Q And he asked you whether those emails were  
11 fraudulent. Do you recall that?

12 A Yes.

13 MR. YATES: Okay. Your Honor, may I publish  
14 Exhibit 9 which has been admitted previously?

15 THE COURT: You may.

16 Q (BY MR. YATES:) You can also look in your binder in  
17 front of you, Mr. Ventura. Can you please take a look at  
18 Exhibit 9 and let me know when you're done?

19 A Yes.

20 Q Okay. And is Exhibit 9 a email exchange between you  
21 and Mr. Williams that took place between November 23rd and  
22 November 27th of 2014?

23 A Yes.

24 Q Okay. When Mr. Williams was just asking you about  
25 whether an email in November 2014 was fraudulent, is this the

1 email exchange that he was referring to?

2 A Yes.

3 Q Okay. And at the time that you had this email  
4 exchange with Mr. Williams, you didn't understand that MEI was  
5 a fraudulent enterprise, correct?

6 A No.

7 THE DEFENDANT: Objection. That's misleading.

8 THE COURT: Sustained. So the witness's last answer  
9 is stricken and you are not to regard it.

10 MR. YATES: Okay.

11 THE COURT: All right. Mr. Yates, next question.

12 MR. YATES: Yes, Your Honor.

13 Q (BY MR. YATES:) Now, you also testified on  
14 cross-examination that you had a conversation with the  
15 prosecutors. Do you recall that?

16 A Yes, sir.

17 Q Okay. And I believe that you had indicated that you  
18 had come to the realization that your signature on your loan  
19 documents was your seal; is that correct?

20 A Yes, sir.

21 Q Okay. Whose words were those? Were those your  
22 words or the words of the prosecutors?

23 A That's my words.

24 Q Okay. Did the government make any promises to you  
25 with respect to your testimony here today?

1           A       No, sir.

2           Q       Okay. Did the government make any threats to you  
3 regarding your testimony here today?

4           A       Repeat that, sir.

5           Q       Did the government make any threats --

6           A       No.

7           Q       -- to you? Now, you were asked in your  
8 cross-examination about the documents that Mr. Williams had  
9 filed on your behalf in court. Do you recall that?

10          A       Yes.

11               THE COURT: Okay. So it's not a memory test of what  
12 he remembers. Just ask him a question about his testimony.

13               MR. YATES: I apologize, Your Honor. I was merely  
14 trying to focus --

15               THE COURT: Then just ask him. When you were asked  
16 such and such in your -- by Mr. Williams, then you can ask him  
17 a question.

18               MR. YATES: Understood, Your Honor. Thank you for  
19 that.

20          Q       (BY MR. YATES:) And when you were asked by  
21 Mr. Williams regarding his filing documents on his behalf -- on  
22 your behalf, rather, you understand that those were in the  
23 context of foreclosure proceedings, correct?

24          A       Yes.

25               THE DEFENDANT: Objection. That's leading.

1 THE COURT: Sustained.

2 Q (BY MR. YATES:) Okay. Do you remember what context  
3 those filed documents were in?

4 A I don't remember, sir.

5 Q Okay. What legal proceedings were you in when  
6 Anthony Williams was representing you?

7 A I don't know.

8 Q Okay. Did that have something to do with your  
9 foreclosure?

10 A Yes.

11 Q Okay. And you understand that when --

12 THE DEFENDANT: Objection as leading.

13 MR. YATES: I'll withdraw that.

14 THE COURT: All right.

15 Q (BY MR. YATES:) When Anthony Williams filed  
16 documents on your behalf, how long did it take for the court to  
17 make decisions?

18 A I don't remember, sir.

19 Q Okay. Was it immediately or was it a long period of  
20 time?

21 A I don't remember.

22 Q What is your understanding about the effect that  
23 Anthony Williams's filings had on the length of time it would  
24 take to foreclose on your property?

25 A My understanding is that it will be -- it will



1 eventually discharge.

2 Q Okay. But eventually it was not discharged,  
3 correct?

4 A Yes.

5 Q Yeah. And when you say "it," you're referring to  
6 your mortgage loan, correct?

7 A Yes.

8 Q Okay. Do you recall or rather -- excuse me -- when  
9 did Anthony Williams come back from his incarceration?

10 A I don't remember.

11 Q Okay. Do you recall your testimony that it was in  
12 September of 2014?

13 A Yes.

14 Q Okay. When were the checks that you sent to MEI?

15 A I don't remember.

16 Q Would it refresh your recollection --

17 A Yes.

18 Q -- to look at the checks in front of you?

19 A Yes.

20 Q So you have a binder in front of you.

21 A Oh.

22 Q And so if I can direct your attention to an envelope  
23 which is at Exhibit 102, would that refresh your recollection  
24 as to when you were sending checks to MEI?

25 A Yes.

1 Q Okay. When was that?

2 A That was November 28th.

3 Q Of what year?

4 A Of 2014.

5 Q And so that's after you understand that Mr. Williams  
6 was released from incarceration, correct?

7 A Yes.

8 MR. YATES: Your Honor, I believe that the defendant  
9 had admitted into -- or requested and an exhibit was admitted  
10 into evidence, Exhibit 2043. May I publish?

11 THE COURT: Let's just check. I think 2043, was  
12 that the portions?

13 MR. YATES: This, the UCC document filed in Texas.

14 THE COURTROOM MANAGER: That's not the portions,  
15 Your Honor.

16 THE COURT: Was 2043 received?

17 THE DEFENDANT: Yes, it is received.

18 THE COURTROOM MANAGER: Yes, Your Honor.

19 THE COURT: All right. You may publish.

20 MR. YATES: Thank you, Your Honor.

21 Q (BY MR. YATES:) Now, Mr. Ventura, you have in front  
22 of you on the screen Exhibit 2043, and this was an exhibit that  
23 the defendant had just shown you. And in the course of your  
24 testimony I believe you were testifying regarding  
25 the -- whether a debtor's name was in capital letters and the

1 security -- or secured party's creditor's was in lower case  
2 letters. Do you remember that testimony?

3 A Yes.

4 Q Okay. So that was in the context of a conversation  
5 about straw man. Do you recall that?

6 A Yes, sir.

7 Q Can you explain to the jury what you understand a  
8 straw man is?

9 A My understanding what a straw man, it is the  
10 explanation about the reason why my -- my name is spelled all  
11 capital letters is -- is it's because it's explained like it's  
12 a corporation, that's why it's spelled capital letter. That  
13 way that being as a corporation, it's like a business. So  
14 that's how they treat it. That's how it explained that we are  
15 treated like a business.

16 Q And who explained that to you?

17 A The straw man that I did watch, I did search, straw  
18 man.

19 Q Okay. So you understood this concept from based on  
20 your own searches; is that right?

21 A Yes.

22 Q Okay. And did you discover that in the context  
23 of -- I'm sorry. I'm going to withdraw that.

24 Why were you looking up straw man?

25 A I did look it up because of my situation already.

1 You know, I'm already in debt and I took some -- I attended  
2 some classes about Fair Debt Collection Practices Act, and then  
3 someone mentioned to me about straw man. They told me to look  
4 it up. So I look it up.

5 Q Okay. And how do you feel about that, that by  
6 filing a document with just having your letters in capital  
7 letters from one place and then lower case letters elsewhere,  
8 how do you feel that -- first of all, let me withdraw that  
9 question.

10 THE DEFENDANT: Objection.

11 MR. YATES: I'll withdraw the question.

12 THE COURT: Okay. The question's withdrawn. All  
13 right. What's your question?

14 Q (BY MR. YATES:) And what do you feel was the effect  
15 of having this document, this UCC financing document with  
16 capital letters in one place and lower case letters in the  
17 other? What do you understand was the effect of that?

18 A I don't know how to answer that, sir.

19 Q Okay. Who prepared this document, Exhibit 2043?

20 A Mr. William.

21 Q Okay. You did understand that this document had  
22 something to do with a straw man tactic; is that correct?

23 A Yes.

24 Q And how do you feel about using a straw man tactic  
25 to avoid your loans?

1           A       In the beginning initially, like I said, I do  
2 believe that it work, but it's a complex process that not  
3 anybody can process that. So I was -- I believe in it, but  
4 eventually I changed that belief because of the signature that  
5 I was asked.

6           Q       But Mr. Williams told you that this was going to  
7 discharge your debt, correct?

8           A       Yes.

9           Q       And did this document discharge your debt?

10          A       No.

11          Q       With respect to the mortgage insurance clause that  
12 you saw on your PNC and National City mortgage, what do you  
13 understand -- let me withdraw that.

14                   With respect to the mortgage insurance clause of  
15 your National City mortgage, in any event of a default, who do  
16 you think would be paying for the --

17                   THE DEFENDANT: Objection. Speculation.

18                   MR. YATES: -- costs?

19                   THE COURT: All right. Overruled.

20                   THE WITNESS: My understanding that it's supposed to  
21 pay off -- pay off the loan in -- when it's defaulted for  
22 certain days.

23          Q       (BY MR. YATES:) And who would be paying off that  
24 loan?

25          A       The insurance.

1 Q Okay. So you understand that there is a party that  
2 will be paying off of the default, correct?

3 A Yes.

4 Q Okay. And it wouldn't be you; is that correct?

5 A No.

6 Q Okay. Now, Mr. Ventura, you also testified  
7 regarding Mr. Williams and your opinion of Mr. Williams. Do  
8 you recall that?

9 A Yes.

10 Q And you had testified that you thought of him as a  
11 man of faith?

12 A Yes.

13 Q And integrity?

14 A Yes.

15 Q You formed those opinions based upon your  
16 understanding of the MEI program and what he told you when you  
17 first signed up, correct?

18 A Yes.

19 Q Okay. And have your feelings -- rather, has your  
20 understanding about Mr. Williams' representations changed?

21 A It changed -- it changed the minute that the  
22 question about my -- about me signing the document. That's the  
23 time that my -- it changed my -- my -- my point of view about  
24 Mr. Williams.

25 Q And when you say when you signed the document, are

1 you referring to the loan documents?

2 A Yes, sir.

3 Q Okay. So your opinions about Mr. Williams have  
4 changed, correct?

5 A It has changed, but I still look -- I still look him  
6 up as a friend.

7 Q And although you may look at him as a friend, do you  
8 believe that Mr. Williams was honest with you with respect to  
9 the MEI program?

10 A With the MEI program, yes.

11 Q Okay. You thought he was being honest with you?

12 A With his responsibility about our agreement, he was  
13 honest, you know, he was up to, you know -- when he say he  
14 represent me in court and he's there to help me.

15 Q But you understand that he didn't have the ability  
16 to represent you in court, correct?

17 THE DEFENDANT: Objection. That's misleading.

18 THE COURT: Overruled.

19 Did you understand whether or not Mr. Williams had the  
20 authority to represent you in court?

21 THE WITNESS: At that time I don't.

22 Q (BY MR. YATES:) And how about now?

23 A Yes -- yeah, because of the -- his status as being  
24 private attorney general, yes. Yeah, he has the ability to  
25 represent me in court.

1           Q       And you thought that when you applied for MEI,  
2 correct?

3           A       Yes.

4           Q       And how about now?

5           A       About now because it changed my belief. Although he  
6 may be able to represent me, I only focussing now on my own  
7 personal -- personal, uhm -- my own personal that I am  
8 responsible for the things that I've done.

9           Q       Okay. Is it fair to say that you don't have an  
10 opinion or refuse to --

11                   THE DEFENDANT: Objection. Misleading.

12                   MR. YATES: -- offer an opinion as to Mr. Williams's  
13 credibility now?

14                   THE COURT: Sustained. It's leading. Ask him a  
15 question.

16                   MR. YATES: Yes, Your Honor.

17           Q       (BY MR. YATES:) Mr. Ventura, Mr. Williams did  
18 indicate to you or promise you that your mortgage would be  
19 discharged, correct?

20           A       Yes, sir.

21           Q       And is your mortgage discharged?

22           A       Not yet.

23                   MR. YATES: Okay. I have nothing further on  
24 redirect, Your Honor.

25                   THE DEFENDANT: I need to redirect.



1                   THE COURT: All right. Did you list him as one of  
2 your witnesses?

3                   THE DEFENDANT: Yes.

4                   THE COURT: All right.

5                                   DIRECT EXAMINATION

6 BY THE DEFENDANT:

7           Q       Okay, Mr. Ventura, we're going to try to clear  
8 everything up 'cause --

9                   THE COURT: All right. Don't have a preamble. And  
10 now you are doing it on your direct, you need to ask open-ended  
11 questions, not leading.

12          Q       (BY THE DEFENDANT:) Okay. Mr. Ventura, you  
13 understand I wasn't able to finish your process because of my  
14 incarceration, right?

15          A       Right.

16                   MR. YATES: Objection. Leading.

17                   THE COURT: Sustained. You're to disregard his last  
18 answer.

19                   Ask him a nonleading question.

20          Q       (BY THE DEFENDANT:) Okay. Now, did you get to  
21 finish my process?

22          A       You won't be able to finish it because you are  
23 incarcerated.

24          Q       Okay. So that was the reason you didn't finish my  
25 process?

1 MR. YATES: Objection. Leading.

2 THE WITNESS: Yes.

3 THE COURT: Sustained. Ask him a question.

4 THE WITNESS: Sorry.

5 Q (BY THE DEFENDANT:) Okay. So the reason you didn't  
6 finish my process is because what you answered is I was  
7 incarcerated?

8 MR. YATES: Objection. Leading.

9 THE COURT: Sustained. All right. So he's already  
10 answered the question and you're just repeating it. So why  
11 don't you ask him another --

12 Q (BY THE DEFENDANT:) Okay. Now, he just tried to  
13 ask you has your opinion of me changed, and so I don't think he  
14 asked you correctly. Now, do you still feel like I'm a man of  
15 faith?

16 A Yes.

17 MR. YATES: Objection. Leading.

18 THE COURT: Sustained. You'll disregard the last  
19 answer.

20 Ask an open-ended question: What's your opinion of  
21 Mr. Williams now? That's an open-ended question.

22 Q (BY THE DEFENDANT:) Am I a man of faith?

23 THE COURT: No.

24 MR. YATES: Objection. Leading.

25 THE COURT: Sustained. That's leading.

1           Q           (BY THE DEFENDANT:) In your opinion, am I a man of  
2 faith?

3                   MR. YATES: Objection. Leading.

4                   THE COURT: Sustained. Ask him, "What is your  
5 opinion of me now?"

6           Q           (BY THE DEFENDANT:) What is your opinion of me now  
7 in regards to my faith?

8           A           I'm still looking at you as a man of faith, but we  
9 have differences in regarding of our obedience to His word.  
10 And what make us difference because I believe that the Bible  
11 give us wisdom and discretion to make a very good decision.

12          Q           Uh-huh. Do you feel I have integrity still right  
13 now?

14                   MR. YATES: Objection. Leading.

15                   THE COURT: Sustained -- no, I mean, overruled.  
16 That is an open -- I mean, that's a yes or no.

17           Do you feel that he has --

18                   THE WITNESS: Yes.

19                   THE COURT: Okay. And then -- anyway, ask him  
20 another question.

21          Q           (BY THE DEFENDANT:) Do you still feel that I have  
22 clients' best interest at heart?

23          A           Yes.

24                   MR. YATES: Objection. Leading.

25                   THE COURT: Sustained. Strike the last answer.

1           Ask him an open-ended question.

2           Q           (BY THE DEFENDANT:) Do you feel like I have a good  
3 heart?

4           MR. YATES: Objection. Leading.

5           THE COURT: Okay. I'm not going to let you have  
6 this --

7           THE DEFENDANT: Okay.

8           THE COURT: He's already told you what his -- how he  
9 feels about you and so it's been asked and answered and now  
10 we're going down a rabbit hole of irrelevance. So ask him  
11 another question.

12           MR. ISAACSON: Your Honor, one moment. If I may ask  
13 Mr. Williams?

14           THE COURT: Yes, you may. Do you want --

15           MR. ISAACSON: Excuse me, Your Honor.

16           THE COURT: Yes. Thank you.

17           Q           (BY THE DEFENDANT:) Okay. Mr. Ventura, tell me how  
18 you feel about my faith and what I believe in.

19           MR. YATES: Objection. Relevance.

20           THE COURT: Okay. It's marginally relevant. I'll  
21 let you ask him this one question, then we're moving on.

22           Okay. Tell him how you feel.

23           THE WITNESS: I still believe that you still have  
24 faith in God, still -- because of -- because of your fear in  
25 God, I still believe that you can be trusted.

1           Q       (BY THE DEFENDANT:) Now, do you remember a few days  
2 ago sending me a email and us -- a communication in the email?

3           A       Yes, sir.

4           Q       Okay. And I'm going to show you on this Defense  
5 Exhibit 2151.

6                   MR. YATES: Your Honor, this is beyond the scope of  
7 my examination.

8                   THE DEFENDANT: This one has already been approved  
9 for entering into exhibit.

10                  THE COURT: All right. It is beyond the scope, but  
11 he also gets to do his redirect, so overruled.

12           All right. Do you remember sending this email to  
13 Mr. Williams?

14                  THE WITNESS: Yes, ma'am.

15                  THE COURTROOM MANAGER: This is not in evidence.

16                  THE COURT: I'm sorry? It's not in evidence. Okay.  
17 So he's laid the foundation.

18           Is this a true and correct copy? Do you see that -- has  
19 this been changed from what you sent him, if you could look at  
20 the document?

21                  THE WITNESS: No, still the same.

22                  THE COURT: Still the same, okay.

23                  MR. ISAACSON: Your Honor -- oh, sorry. These are  
24 the redacted here I want to make sure that he's referring to.  
25 I'm sorry.

1 THE DEFENDANT: Right.

2 MR. ISAACSON: Is it?

3 THE COURT: That's what appears on the screen.

4 MR. ISAACSON: Oh, the screen. Okay. We have the  
5 paper.

6 THE COURT: Yeah, okay. So what's your next  
7 question? Are you going to ask for it to be entered into  
8 evidence?

9 THE DEFENDANT: Yes.

10 THE COURT: So just this one dated February 9th is  
11 what you want in evidence?

12 THE DEFENDANT: Yes.

13 THE COURT: All right. Mr. Yates?

14 MR. YATES: There has to be a foundation with  
15 respect to whether the witness recalls or does not recall the  
16 substance of this exhibit, so...

17 THE COURT: He just said it was in the same or  
18 substantially the same condition, so overruled. It's received.  
19 You want to publish?

20 THE DEFENDANT: Yes, ma'am, want to publish.

21 THE COURT: Published. Ask him a question.

22 (Exhibit 2151 received into evidence.)

23 Q (BY THE DEFENDANT:) Mr. Ventura, in this email you  
24 talk about both of our faith, correct?

25 A Yes, sir.

1 Q Okay. And did you also talk about --

2 THE COURT: All right. No. It's in evidence. What  
3 do you want to ask him about this document? Is there a  
4 specific line that you want him to refer to?

5 THE DEFENDANT: Okay. The second -- the second and  
6 third line.

7 THE COURT: Okay. What about it?

8 Q (BY THE DEFENDANT:) Uhm, is that how you still feel  
9 right now, Mr. Ventura, where it says you are a minister of  
10 Yahweh?

11 A Are you talking about the first paragraph on the  
12 top?

13 THE COURT: All right. You see where it says, "You  
14 have a very good intention and a good heart that you're willing  
15 to sacrifice for others suffering for a good cause. But is it  
16 right with God? You're able to save my house from foreclosure  
17 and it may even have a free and clear title. But don't you  
18 think that it's like robbing a bank? Thanks God that he opened  
19 my eyes to see that it was a mistake."

20 Is that what you wrote?

21 THE WITNESS: Yes, ma'am.

22 THE COURT: All right. What do you want to ask him  
23 about that?

24 Q (BY THE DEFENDANT:) Do you still feel about the  
25 part that you said about me being a minister of Yahweh and I

1 have a good heart? You still feel that way?

2 A I still believe that.

3 THE DEFENDANT: Okay. One more exhibit. This is  
4 Exhibit 2149. It's already been entered into evidence. I'd  
5 like to publish it.

6 THE COURT: All right. You may publish.

7 Q (BY THE DEFENDANT:) Now, Mr. Ventura, when you sign  
8 a document that's drafted on your behalf, do you read it?

9 A Uh-huh, I read it.

10 Q Okay. So the affidavits that was drafted for you,  
11 did you read it to make sure that everything in the affidavit  
12 was truth and what you felt?

13 A Yes.

14 Q Okay. So you didn't sign it blindly; you signed it  
15 knowing what you were stating in this sworn statement?

16 A Yes, sir.

17 THE DEFENDANT: Okay. No more questions.

18 THE COURT: All right. So, Mr. Ventura, you're  
19 excused as a witness, but don't discuss your testimony with  
20 anyone until after the trial is finished.

21 THE WITNESS: Okay, ma'am.

22 THE COURT: All right. So I wish you a very good  
23 day.

24 All right. Good-bye.

25 THE WITNESS: Good-bye, ma'am.



1 THE COURT: Thank you.

2 All right. Your next witness?

3 MR. SORENSON: United States calls Henry Malinay to  
4 the stand.

5 THE COURT: All right.

6 **HENRY MALINAY, GOVERNMENT'S WITNESS, WAS SWORN**

7 THE COURTROOM MANAGER: Thank you. Please be  
8 seated.

9 You can state your name and spell your last name for the  
10 record.

11 THE WITNESS: Oh, my name Henry Malinay.

12 THE COURTROOM MANAGER: You can have a seat.

13 Your witness.

14 MR. SORENSON: Thank you, Your Honor.

15 DIRECT EXAMINATION

16 BY MR. SORENSON:

17 Q Good afternoon, Mr. Malinay. Where do you currently  
18 reside, sir?

19 A I'm sorry, sir?

20 Q Where do you currently reside?

21 A In Las Vegas.

22 Q Was there a time when you lived here in Honolulu,  
23 Hawaii?

24 A I came here in 1982.

25 Q Came in 1982 did you say?

1           A       Yes.

2           Q       And did you live here in Hawaii after 1982?

3           A       Yeah, I live here.

4           Q       Okay. How long did you live in Hawaii

5 after -- between 1982 and the time you left to go to Las Vegas?

6           A       About 30 years.

7           Q       How many?

8           A       30 years, sir.

9           Q       30 years?

10          A       Yes.

11          Q       When did you move to Las Vegas?

12          A       About three days -- three years ago, three years

13 now.

14          Q       And so did you live in Honolulu or at least the

15 Honolulu area from 1982 all the way up to 2004[sic]?

16          A       Yes. Yes, sir.

17          Q       Actually up until what time -- about three years

18 ago?

19          A       What's that?

20          Q       Up until about three years ago, did you say?

21          A       Yes.

22          Q       Okay. And when you lived here in Honolulu, where

23 did you live?

24          A       I live in Aiea.

25          Q       Okay. And did you own a house?

1           A       Yes, sir.

2           Q       And where was that house located?

3           A       In 98-058 Kaimu Loop, Aiea.

4           Q       And did you own that house?

5           A       Yes.

6           Q       You were the owner, correct?

7           A       Yes, me and my wife.

8           Q       And are you a U.S. citizen?

9           A       Yes, sir.

10          Q       Are you a naturalized U.S. citizen?

11          A       Yes, sir.

12          Q       How long have you been a naturalized U.S. citizen?

13          A       It's kind of long time, over 20 years.

14          Q       And where is your home country or your original

15 country?

16          A       Oh, I born in the Philippines.

17          Q       In the Philippines?

18          A       Yes.

19          Q       And do you speak the Filipino language?

20          A       Yes, sir.

21          Q       What language do you speak?

22          A       Yeah, some Tagalog and English.

23          Q       Do you speak Ilocano?

24          A       Yes.

25          Q       What is your primary language, Filipino language?

- 1 Is it Ilocano or Tagalog?
- 2 A Ilocano.
- 3 Q And do you know other Ilocano Filipinos that live
- 4 here in Hawaii?
- 5 A Yes, a lot.
- 6 Q Okay. And how did you come to know a number of
- 7 them?
- 8 A What was that, sir?
- 9 Q How did you come to know the Ilocano Filipinos that
- 10 live here?
- 11 A Because I join a network marketing before.
- 12 Q Uh-huh.
- 13 A Yeah.
- 14 Q What kind of network marketing did you do?
- 15 A Xango Juice.
- 16 Q Can you please spell that, if you can?
- 17 A I remember the X-a-n-g-o.
- 18 Q Xango, did you say?
- 19 A Yeah, Xango, X-a-n-g-o.
- 20 Q Is that how you pronounce it?
- 21 A Yes, sir.
- 22 Q All right. And through Xango or at least marketing
- 23 that, did you come to know a number of people?
- 24 A Yes, a lot.
- 25 Q And did you have some kind of network that you

1     worked within?

2           A       Yes, sir.

3           Q       Okay. And what did you sell?

4           A       The juice vitamin. Vitamin, the juice.

5           Q       Now, when it comes to English, do you speak and

6 understand English fairly well?

7           A       Yeah. Yes, sir.

8           Q       But English is not your first language, is it fair

9 to say?

10          A       That's my second language.

11          Q       How about reading and writing?

12          A       Not too much.

13          Q       Not too much?

14          A       Yes.

15          Q       If you were shown a document, could you read it and

16 understand it do you think?

17          A       No.

18          Q       Okay. Are you currently married?

19          A       Yes, sir.

20          Q       How long have you been married?

21          A       My kids now is about 20 -- about 30 years.

22          Q       30 years. And what's your wife's name?

23          A       Marilyn Malinay.

24          Q       Now, let's talk about your home that you mentioned

25 earlier. Do you recall when you bought that?

1           A       What's that, sir?

2           Q       Do you recall when you bought your house?

3           A       Yeah, I bought the house.

4           Q       Okay. Do you recall when that was?

5           A       It was 19 -- 2004 I think I bought the house.

6           Q       2004?

7           A       Yes, sir.

8           Q       And did you borrow some money to buy it?

9           A       Yeah, 'cause my -- my Realtor they know the guy, so

10       I borrow \$70,000 to put on the house.

11          Q       Did you also borrow some money from a bank?

12          A       Yes, sir.

13          Q       Okay. And do you recall what bank that was?

14          A       Wells Fargo.

15          Q       Uh-huh. And do you recall roughly how much money

16       you borrowed from Wells Fargo?

17          A       'Cause I bought the house 560, and then I put down

18       70, so about -- almost 500,000.

19          Q       Okay. And when you borrowed the \$500,000, did you

20       sign a note or a promise to pay Wells Fargo back?

21          A       Yes, sir.

22          Q       Okay. And did you attempt to pay them back?

23          A       Yes.

24          Q       Okay. Were you trying to pay them on a monthly

25       basis?

1           A       Yes, I do monthly.

2           Q       And do you know how long the term was for your  
3 mortgage?

4           A       30 years.

5           Q       30 years?

6           A       Yes, sir.

7           Q       Do you recall the amount of your monthly obligation,  
8 how much you paid every month?

9           A       About 3,800.

10          Q       Okay. So was there a time when you met a person by  
11 the name of Anthony Williams?

12          A       Yeah. I meet him at restaurant.

13          Q       Okay. And when you met him, did you become familiar  
14 with his appearance?

15          A       Yes.

16          Q       Okay. Do you see him in the courtroom here today?

17          A       Oh, there's the guy, right there (pointing).

18          Q       Would you please indicate who you're pointing at?

19          A       What's that sir?

20          Q       Would you please indicate who you're pointing at?

21          A       Yeah, the white hat.

22               MR. SORENSON: Your Honor, if the record could  
23 reflect the witness has identified Anthony Williams as the  
24 person he met as Anthony Williams?

25               THE COURT: It shall.

1 Q (BY MR. SORENSON:) Okay. So you indicated you had  
2 a meeting with Mr. Williams; is that correct?

3 A Yeah. He met me in the restaurant and then I meet  
4 him.

5 Q Okay. And what was the purpose for your meeting  
6 Mr. Williams?

7 A They said that they have to cut my mortgage.

8 Q Did he tell you that he could cut your mortgage?

9 A Yes, sir.

10 Q Okay. If you could, describe what he told you about  
11 your mortgage.

12 A Well, because I said that I have a mortgage and they  
13 cut in half and then the monthly is half or eliminate, that's  
14 what he told.

15 Q And so you currently at that time, I think you've  
16 indicated, were paying around \$3800; is that correct?

17 A Yes, sir.

18 Q And so was his representation he could cut that  
19 amount in half?

20 A He never did help me.

21 Q No, I understand. But was it the representation  
22 that that amount would be cut in half?

23 A Yeah, that's what they said.

24 Q Okay. And how about the term, the 30-year term of  
25 your mortgage? What did he say about that?



1           A       Just half too.

2           Q       Okay. So let's talk a little bit about

3 Mr. Williams. Was this the first time you'd ever met him?

4           A       Today?

5           Q       No, no. At the meeting that day?

6           A       Oh, yeah, first time, first time.

7           Q       Okay. And where was that meeting specifically?

8           A       I believe in Tony Roma's in Pearl City across the

9 Anna Miller.

10          Q       Okay. And who else was at that meeting?

11          A       Angie Pasion with the husband and Edna Franco and

12 him and me.

13          Q       Now, Mr. Williams, did you see anything like a badge

14 or a shield on him that day?

15          A       Yes, yeah. He show me the badge and the handcuff.

16          Q       Okay. I'm going to show you a couple

17 exhibits -- Your Honor, could I pass a couple of exhibits up to

18 the witness?

19                   THE COURT: You may. Give it to Ms. Elkington,

20 please.

21                   MR. SORENSON: Your Honor, for the record, I'm first

22 showing the witness Exhibit 500.

23                   THE WITNESS: Yeah. I remember this one.

24          Q       (BY MR. SORENSON:) Okay. And tell the jury how do

25 you remember that?

1           A       Well, first of all, I ask them --

2           Q       No, the badge that you --

3           A       Oh, the badge, yes, this one.

4           Q       Yes, sir.

5                   THE COURT:   Have you seen that before?

6                   THE WITNESS:  Yes, Judge.

7                   THE COURT:   Okay.  When did you see that for the

8 first time?

9                   THE WITNESS:  In the first time I meet him, Judge.

10                  THE COURT:   When you met Mr. Williams?

11                  THE WITNESS:  Yeah.

12           Q       (BY MR. SORENSON:)  Okay.  And when you saw him with

13 that, was he wearing it?

14           A       He pull up in the pocket.

15           Q       Where did he have it?

16           A       Just pull out and show me like this (demonstrating).

17           Q       Okay.  He showed it to you?

18           A       Yeah.

19           Q       Is that correct?

20           A       Yes.

21           Q       I think you've indicated he had some handcuffs too;

22 is that correct?

23           A       Yes.

24           Q       So I'm going to direct your attention to the

25 exhibits right there.  If you could, I think those -- is that

1 Exhibit 505?

2 A Yes, yes. I think, yes.

3 Q Okay. And do you recognize the handcuffs?

4 A Yeah.

5 Q Please just -- we're not finished talking about  
6 them, so hold them up there.

7 Okay. Now, did Mr. Williams tell you anything about  
8 those handcuffs?

9 A Well, he told me that I'm -- 'cause I don't know  
10 about the attorney general Private, so he said, "I'm the  
11 highest, more than anybody, so and then I can handcuff  
12 everybody." That's what he told me.

13 Q He told you he could handcuff people?

14 A Yeah.

15 Q Did he tell you he had that kind of authority?

16 A I don't know 'cause I just believe him at that time.

17 Q Did he indicate to you that he could handcuff  
18 people?

19 A Yeah, he could handcuff people. That's what he  
20 said.

21 Q And you indicated that he said something about being  
22 a private attorney general. Do you recall that?

23 A Yeah, because he said, "I'm the private attorney  
24 general," yeah.

25 Q And when he told you he was a private attorney

1     general, what did that mean to you?

2           A       I just kind of took like the highest, yes.

3           Q       And what does the highest mean to you?

4           A       Like all the attorney and then highest all the  
5     attorney.

6           Q       Now, if I told you I was an attorney, would you  
7     consider him to be a higher attorney because he's a private  
8     attorney general?

9           A       Yeah. That's what he said, so I believe him.

10          Q       Okay. And did he tell you how he became a private  
11     attorney general?

12          A       They said they came from the mainland and they go  
13     all over the place. That's what he told me.

14          Q       Uh-huh. And did he show you any paperwork with  
15     respect to being a private attorney general?

16          A       Yeah, he show me some of the paperwork and he read  
17     to me.

18          Q       Okay. And what did he tell you?

19          A       He said -- he said, "Oh, this is all my paperwork  
20     and I'm the attorney general." That's what he told me.

21          Q       Did he mention anything about the governor of  
22     Hawaii?

23          A       Yeah, he mentioned that one too. He wen show me the  
24     paperwork from the governor. He wen -- yeah.

25          Q       What did he tell you about the governor of Hawaii

1 and him being a private attorney general?

2 A He said they said a legit attorney general in  
3 Hawaii. That's what he told me.

4 Q Legit?

5 A Yeah. That's what he told me.

6 Q Did he indicate to you that he'd been appointed to  
7 that position?

8 A I don't know, sir.

9 Q Okay. And I'm going to ask you -- I think there's  
10 another exhibit up there. It's 501. Do you see the  
11 credentials, the photograph with his picture on it? Do you see  
12 that in front of you?

13 A This one?

14 Q Okay. Do you recognize that?

15 A Yeah, he show me this one, Attorney.

16 Q Okay. Tell the jury what context did he show that  
17 to you in?

18 A Well, I see the United States. That's what he told  
19 me.

20 THE COURT: When he showed it to you --

21 THE WITNESS: And I just kind of trust him, yeah.

22 Q (BY MR. SORENSON:) And you indicated United States.  
23 Did you see United States on there?

24 A Yeah, I see United States and I kind of trust him  
25 whatever he said at the time.

1 Q Did you believe that he worked for the government?

2 A He just, "I'm higher in the government." That's  
3 what he told me --

4 Q Okay.

5 A -- Attorney.

6 Q And did he tell you why he was higher in the  
7 government?

8 A I don't know. Just kind of trust him at that time,  
9 Attorney.

10 Q Now, these things that he told you in the badge and  
11 all that, did that cause you to trust him more?

12 A Yes, Attorney.

13 Q After you saw these things, did you believe in him?

14 A Yes, Attorney.

15 Q And did it make you believe more in the  
16 representations he --

17 THE DEFENDANT: Objection. It's leading.

18 THE WITNESS: Yes.

19 THE COURT: Sustained. Sustained. So the last  
20 answer you'll disregard.

21 All right. Ask another.

22 Q (BY MR. SORENSON:) What did it make you believe  
23 when you saw these things?

24 A Yeah, because he show me all this badge and all the  
25 credential that they have, Attorney.

1           Q       Uh-huh. And with respect to his -- his mortgage  
2 program, the mortgage reduction program, did it have any effect  
3 on you as far as believing in that or not?

4           A       Yes, kind of trust people because he show me all the  
5 paperwork that he finish in different state.

6           Q       Okay. Now, did there come a time when you decided  
7 to sign up with his mortgage reduction plan?

8           A       What's that?

9           Q       Did you sign up with his mortgage reduction plan?

10          A       Oh, yes, yes, yes.

11          Q       Do you recall whether or not he ever filed a  
12 document called a UCC financing statement for you?

13          A       Yes, he did all that.

14          Q       Okay. I'm going to direct your attention to an  
15 exhibit. It's Exhibit 301.

16                   Your Honor, could I display it? Or I guess I could  
17 walk one up for him. It'd probably be the easiest way.

18                   THE COURT: Is it in his binder or no?

19                   MR. SORENSON: He doesn't have a binder 'cause I  
20 only have one exhibit.

21                   THE COURT: Oh, okay. You can show it to him on the  
22 docucam. We have it loaded. Just put it under the docucam so  
23 he can see it.

24                   MR. SORENSON: Okay.

25                   THE COURT: Yeah.

1           Q       (BY MR. SORENSON:) Okay. Mr. Malinay, do you  
2 recognize this?

3           A       Yes.

4           Q       What is it?

5           A       They said that, "See, I filed this one. Now you  
6 debt free."

7           Q       Okay.

8           A       The --

9           Q       Let me stop you there.

10                   Your Honor, at this time --

11                   THE COURT: Let me just ask. Do you have any  
12 objections to me receiving Exhibit 301 into evidence,  
13 Mr. Williams?

14                   THE DEFENDANT: No, I don't have no objection.

15                   MR. SORENSON: Okay. It's moved in, Your Honor, and  
16 we ask to have it published.

17                   THE COURT: You may.

18                   MR. SORENSON: And I think I can actually pull it up  
19 on our system here.

20                   THE COURT: All right.

21                   (Exhibit 301 received into evidence.)

22           Q       (BY MR. SORENSON:) Okay. Mr. Malinay, if you can,  
23 look at the screen. It might be a little easier. I'll ask you  
24 at this top part here, first off, is that your name there,  
25 Henry Malinay?



1           A       Yes, me and my wife.

2           Q       Okay. Marilyn, is that your wife?

3           A       Yes, sir.

4           Q       All right. And Mr. Malinay, I know you have some  
5 difficulty with reading. What did Mr. Williams tell you that  
6 this document would do for you?

7           A       They said that half my mortgage and my monthly and  
8 give a chance to eliminate the debt.

9           Q       Did he tell you that this would discharge your  
10 mortgage?

11          A       Yeah, that's a discharge, that's what he told me,  
12 'cause I do it before, the --

13          Q       After this was filed, did you believe you still had  
14 a mortgage or not?

15          A       Before they told me, "You done." That's what he  
16 told me, finish. That's what he told me.

17          Q       And as a result of that, did you stop paying your  
18 mortgage?

19          A       Yes, sir.

20          Q       Okay. Now, did there come a time when you started  
21 working for Mr. Anthony Williams?

22          A       What's that, sir?

23          Q       Did there come a time when you started working for  
24 Mr. Williams?

25          A       Uh-huh.

1           Q       And if you could tell the jury how you came to work  
2 for him.

3           A       Well, because at that time I get hard time to pay my  
4 mortgage off and on. Then my neighbor came to my house with  
5 Edna Franco and then he show us the program, and kind of sounds  
6 good 'cause I looking for people to helping us to keep my house  
7 at the time, Attorney. Then couple weeks, then Edna Franco and  
8 Angie Pasion call me that I have to meet someone like Anthony.

9           Q       Okay. And when you met with Mr. Williams, did you  
10 talk to him about working for him?

11          A       Yeah, because he told me that time that he asked me  
12 what kind of job I do, I network marketing; he said, "Oh, I  
13 need you." That's what he told me.

14          Q       And as far as needing you, what did you take that to  
15 mean?

16          A       'Cause I know some people that they need help with  
17 the mortgage at that time.

18          Q       And these people that you know, are these all people  
19 that have immigrated from the Philippines?

20          A       Yes, sir.

21          Q       Are these all Ilocano --

22          A       Yeah, Ilocano.

23          Q       -- Filipino speakers?

24          A       Yeah.

25               THE COURT: You just have to wait till the attorney

1 is pau, is finished --

2 THE WITNESS: Okay. Yes.

3 THE COURT: -- question and then you can answer.

4 THE WITNESS: Oh, sorry.

5 THE COURT: Just wait little bit.

6 THE WITNESS: Sorry, Judge.

7 THE COURT: Thank you.

8 Q (BY MR. SORENSON:) Okay. And so did you then enter  
9 into an agreement to work with Mr. Williams?

10 A Yes.

11 Q And did you become familiar with a company by the  
12 name of Mortgage Enterprise Investments?

13 A Yes.

14 Q And what company is that, do you know?

15 A He told me that he owned that mortgage.

16 Q Uh-huh. Did tell you he owned that company?

17 A Yes.

18 Q And were you employed by that company?

19 A They call sharing. They have on the -- on the form  
20 they have sharing. So whatever I service people, I put my name  
21 on it so I get commission.

22 Q And did you start meeting with people?

23 A Yes, sir, because that's instruction to us to meet  
24 people.

25 Q And did Mr. Williams tell you what to tell people

1 about his mortgage plan?

2 A Yes, sir.

3 Q What did he tell you to tell them?

4 A Because they -- they told us at that time this is  
5 what you say to people, cut the mortgage half.

6 Q Okay. Now, if I'm one of those people you're trying  
7 to sell this program to, what would you have told me?

8 A Just tell you that what kind of mortgage you have  
9 and then let's say some 400,000, "Oh, I have a friend that can  
10 help you. That's his program."

11 Q And you told them about the program?

12 A Yes, sir.

13 Q And what did you tell them about the program?

14 A They can cut their -- half of their mortgage and  
15 then the monthly.

16 Q And would you then refer them to Mr. Williams?

17 A Yes, sir.

18 Q Okay. And how many people would you guess that you  
19 met with and recruited for Mr. Williams?

20 A I don't remember. I think -- yeah, I guess some  
21 people, but I don't know how many people now 'cause -- yeah.

22 Q You don't know how many people you met with?

23 A No, not -- maybe more than 50, I think.

24 Q More than 50?

25 A Yes.

1           Q       Okay. Was there a time you actually went to Maui as  
2 well?

3           A       Yes.

4           Q       And what did you do there for Mr. Williams?

5           A       Because I know the -- the owner with the radio,  
6 that's in my Xango, my network. And they get two lady from --  
7 in Hawaii that they know somebody in -- in Maui, so they invite  
8 me to Maui.

9                   Then they do the meet and I meet them. And then  
10 after that then they tell me that, "Oh, you know a lot of  
11 people in Maui," 'cause I know that I get the radio station --  
12 yeah? -- that's my friend, "so we'll just announce to the radio  
13 and announce a meeting."

14                   So I did that and then Mr. William do the meeting in  
15 the hotel.

16          Q       Now, did there come a time when Mr. Williams  
17 indicated that he could represent you with respect to your  
18 mortgage?

19          A       Yes, Attorney.

20          Q       And did you believe he was an attorney at that  
21 point?

22          A       Yes, Attorney.

23          Q       And I'm going to direct your attention to August of  
24 2013. Did you come to federal court during that month with  
25 Mr. Williams?

1 A Yes, with him.

2 Q Okay. Tell the jury what happened when you came to  
3 federal court with him.

4 A Well, the judge said that, "You're not real  
5 attorney. You're not practicing in Hawaii."

6 Q Did Mr. Williams attempt to represent you in court  
7 that day?

8 A Yes, sir.

9 Q And when he tried to do that, what happened?

10 A And I think they deny my case because he's not  
11 attorney.

12 Q Did the court tell him he was not an attorney?

13 A Yes, sir.

14 Q And did the court deny his ability to represent you?

15 A Yes, sir.

16 THE DEFENDANT: Objection as hearsay.

17 THE COURT: So it's foundational.

18 MR. SORENSON: It's also in the record, Your Honor.

19 THE COURT: Yeah. And overruled.

20 Q (BY MR. SORENSON:) Okay. So when that hearing  
21 finished that day, did your opinion of Mr. Williams change?

22 A Well, I believe the time went down I believe. Then  
23 after that they bring me to the Anabel's office and talk to me  
24 again, so...

25 Q Right. And after that time, did you then continue

1 to work for Mr. Williams?

2 A Yes, sir.

3 Q And did you continue to sell his product to people?

4 A Yes, sir.

5 Q And based on your ongoing work with him, did there  
6 come a time when you got charged with a crime?

7 A Yes.

8 Q What were you charged with?

9 A Because I sell the program and then it's not went  
10 through all the program because I lose my house and other  
11 people.

12 Q Were you charged with wire fraud or conspiracy to  
13 commit wire fraud?

14 A Yes, sir.

15 Q And did you plead guilty to that charge?

16 A I plead guilty. I plead guilty at that time.

17 Q And was that -- were you charged with a conspiracy  
18 to sell this product with Mr. Williams?

19 A What's that?

20 Q Were you charged in a conspiracy to sell this  
21 program, this mortgage reduction program, with Mr. Williams?

22 A Yes, sir.

23 Q Now, did there come a time when Mr. Williams left  
24 Hawaii?

25 A Yes, sir.

1           Q       And I'm going to direct your attention to  
2     September 2013 or so. Did it come to your attention that he  
3     left Hawaii in that time frame?

4           A       Yeah, 'cause I see in the news.

5           Q       Okay. And after he left Hawaii, did you continue to  
6     try to market this program?

7           A       Yeah, 'cause I ask Edna because that's his partner,  
8     I said, "What we gonna do now? Because the people I bring, I  
9     don't want them to lose their house."

10                   And Edna said, "Oh, let's go form another company in  
11    the mainland, similar with Anthony Williams so can continue on  
12    the business." That's what he told me -- tell me.

13          Q       Did there come a time when you decided to branch off  
14    and start selling this program on your own?

15          A       Yes.

16          Q       And did you do that with others?

17          A       Uhm, it was Edna and Anabel and Angie Pasion.

18          Q       And during the time when Mr. Williams was gone, did  
19    you continue to do the same thing?

20          A       Yeah, because Edna, they change the program because  
21    I want them to continue the system so we can finish the people  
22    that I bring.

23          Q       What was the name of your business that you opened?

24          A       I think Mortgage Enterprise.

25          Q       Okay. And Mr. Williams's business name was what?



1           A       Mortgage Enterprise Investment.

2           Q       Now, did there come a time when Mr. Williams  
3 returned to Hawaii?

4           A       Since then I don't see him, Attorney.

5           Q       So you're not aware whether he came back or not?

6           A       No, I don't know that.

7           Q       Now, when you signed up for the program, did you  
8 stop paying your mortgage?

9           A       No, Attorney, 'cause they tell me to get off already  
10 my house.

11          Q       No. When you -- when you signed up with  
12 Mr. Williams and he did the financing statement we saw --

13          A       Yes, Attorney.

14          Q       -- did you stop paying the mortgage at --

15          A       Yes, that's what he told me, Attorney.

16          Q       All right. And did Mr. Williams tell you that your  
17 mortgage was discharged at that point?

18          A       Yeah, they said All your balance is discharged.  
19 That's what he told me.

20          Q       And did you come to find out that that wasn't  
21 correct at some point?

22          A       Yeah. And then after that, I lose my house.

23          Q       Okay. Tell the jury how you lost your house.

24          A       Because they -- I lost my house because I don't pay,  
25 you know, my monthly now and they said somebody that -- oh,

1 somebody sheriff coming to your house and take your house, so I  
2 just move the house.

3 Q Uh-huh. And did the bank take over your house?

4 A I don't know if the bank take over the house. I  
5 think so.

6 Q Did you lose your house because you had stopped  
7 paying?

8 A Yes, because of him, Attorney.

9 Q Now, if you had known that Anthony Williams wasn't  
10 an attorney back when you first signed up, would you have  
11 signed up with him?

12 A If I know that he's not true, I don't want to sign  
13 up.

14 Q If you had known that those government credentials  
15 that he showed you or those official-looking credentials were  
16 not government credentials, would you have signed up with him?

17 A Yeah, if I don't see all this thing and then all the  
18 paperwork, I don't want to sign up.

19 Q If you had known that he could not eliminate your  
20 mortgage, would you have signed up with him?

21 A What's that, Attorney?

22 Q If you had known that he could not eliminate your  
23 mortgage, would you have signed up with him?

24 A No, Attorney.

25 Q Did you rely on his representations?

1           A       What's that?

2           Q       Did you rely on his representations?

3           A       No, Attorney.

4           Q       Did you rely on his representations?

5           A       I lie?

6           Q       Did you rely -- I'm sorry?

7           A       Oh, yeah, yeah, yeah. Yeah, I trust him a lot at

8   that time.

9           Q       Okay. Do you still feel that way about him?

10          A       What's that?

11          Q       Do you still feel that way about him?

12          A       Yes, Attorney.

13          Q       No. Do you still trust him?

14          A       Before, yes, Attorney.

15          Q       Do you trust him now?

16          A       No. I don't like any more.

17          Q       Okay.

18          A       Yeah.

19               MR. SORENSON: Your Honor --

20               THE WITNESS: I hate him.

21               MR. SORENSON: Just a moment, Your Honor?

22               Your Honor, that's all the questions I have. Thank you.

23               MR. ISAACSON: One moment, Your Honor, if I could.

24               THE DEFENDANT: I'm going to actually need more

25   time.

1 THE COURT: I'm sorry. You need to stand up and  
2 speak into the microphone. Are you not ready to go forward  
3 with your cross-examination?

4 THE DEFENDANT: Well, 'cause I got some -- a lot of  
5 the documents that's not been put into evidence that's relating  
6 to him. I didn't think we would get to him today. I only got  
7 some of them but not all of them. It's a lot, especially  
8 dealing with him.

9 THE COURT: Okay. Is there other areas you can  
10 start out with that don't have to do with the documents?

11 THE DEFENDANT: Yeah, I could start out.

12 THE COURT: Do you want to start with those areas  
13 and then tomorrow probably he'll continue on?

14 THE DEFENDANT: Okay.

15 THE COURT: Are you able to do that?

16 THE DEFENDANT: I can do that.

17 THE COURT: All right, sir. Why don't you start  
18 your cross-examination. So just go as far as you can.

19 THE DEFENDANT: Okay.

20 THE COURT: And if it's less than the time that we  
21 have, then that's fine.

22 THE DEFENDANT: Okay.

23 CROSS-EXAMINATION

24 BY THE DEFENDANT:

25 Q Okay. Mr. Malinay, when did you say you met me?

1 What month and what year?

2 A If not mistaken, on the -- what year this one now?

3 In -- I think it's about five years from now, six years.

4 Q So what year? In like 2013? 2014? What year?

5 A I think if I'm not mistaken between '12 to '13.

6 Q Okay. Now, when you met me, I showed you the  
7 documentation for the private attorney general and the laws  
8 regarding that, correct?

9 A Yeah, you show me your badge, all this.

10 Q And you saw the videos of me also going through the  
11 airport with that badge, the handcuff, and the ID, correct?

12 A Yes, 'cause you show me on the YouTube. That's what  
13 you told me.

14 Q Correct. So you saw that personally, though, right?

15 A Yeah.

16 Q Now, you said that you formed the fraudulent  
17 company, Mortgage Enterprise, after I was incarcerated; is that  
18 correct?

19 A What's that?

20 Q You said you and Edna after I was falsely  
21 incarcerated in September, you said that you formed the copy  
22 cat company trying to copy my company in -- after I got  
23 incarcerated.

24 A Yeah, because I bring some people that's kind of  
25 worry about their -- I collect some money from them, and

1 Edna -- I asked Edna how can continue on, I don't want them to  
2 lose their house like me, you know.

3 Q So you did that --

4 A That's because your program.

5 Q So you did that after I got incarcerated?

6 A Yeah.

7 Q Did I advise you to do that?

8 A No. Edna told me that.

9 Q Okay. So you saying you did that after I got locked  
10 up though, right?

11 A Yeah, because I ask Edna we going to do now 'cause I  
12 see Anthony on the TV that, you know, you went to the jail, so  
13 what we gonna do now all these people now? I was kind of  
14 worry.

15 THE DEFENDANT: Okay. I need Government  
16 Exhibit 721, please.

17 MR. SORENSON: Is that in evidence?

18 THE DEFENDANT: Yes, it is.

19 MR. YATES: It's not in evidence.

20 THE DEFENDANT: I need you all Exhibit 721,  
21 Government Exhibit 721 and also 725.

22 No, I need 725. Sorry. 725. Can you all turn it like  
23 right side so we can see it?

24 MR. SORENSON: You can rotate it. I can make it  
25 bigger.

1 THE DEFENDANT: Click on it.

2 Q (BY THE DEFENDANT:) Okay. Mr. Malinay, it's turned  
3 sideways, but can you see this signature card?

4 A Yes.

5 Q And what bank is this from?

6 A Chase.

7 Q Chase Bank?

8 A Yeah, Chase.

9 Q And is that your name at the first one on top of  
10 there?

11 A Yes.

12 Q And is that your signature?

13 A Yes.

14 Q And can you read what date that says?

15 MR. SORENSON: Your Honor, this is not in evidence  
16 at this juncture.

17 THE COURT: Yes. So are you going to offer it into  
18 evidence?

19 THE DEFENDANT: Yes.

20 THE COURT: All right. Any objection?

21 MR. SORENSON: No objection, Your Honor.

22 THE COURT: Okay. Received.

23 (Exhibit 725 received into evidence.)

24 THE COURT: Do you wish to publish?

25 THE DEFENDANT: Yep, I wish to publish it.

1 THE COURT: All right. You may publish.

2 All right. So what did you want to ask him?

3 Q (BY THE DEFENDANT:) Okay. Mr. Malinay, you just  
4 said that you all formed the company after I was incarcerated.  
5 But the date on here is August 27, 2013. This was two weeks  
6 before I was incarcerated.

7 MR. SORENSON: Objection to the testimony, Your  
8 Honor. He can ask the question.

9 THE COURT: Yeah. So sustained.

10 All right. Do you know if this -- did you sign this  
11 before or after Mr. Williams left Hawaii because he was  
12 incarcerated?

13 THE WITNESS: I think after because I kind of worry  
14 if somebody helping all my friend at the time 'cause he went to  
15 the jail.

16 THE COURT: Okay. 'Cause you went to the jail to  
17 visit him?

18 THE WITNESS: Oh, I never visit him.

19 THE COURT: Oh, oh.

20 THE WITNESS: I see on the news and Edna told me  
21 that I went -- she went to the jail, and I'm kind of worry,  
22 Judge, that how I can help all my friend.

23 THE COURT: Okay. So he says it was after he saw on  
24 the news that you were incarcerated. So you can ask him  
25 another question.



1 Q (BY THE DEFENDANT:) Okay. Well, do you know the  
2 date that I was arrested, Mr. Malinay?

3 A I don't know what's your date you're arrested, but  
4 Edna told me that time that, "Hey, Anthony went to the jail."  
5 That's what he told me. I don't know what date that you  
6 arrested.

7 Q You don't know the date that I was arrested was  
8 September 13th, 2013?

9 A No. I don't pay attention on that one because Edna  
10 told me that, "Oh, Anthony went to the jail." That's what he  
11 told me.

12 Q Okay. So if -- this date is before I went to jail,  
13 it's August 27th. I went to jail on September 13th.

14 THE COURT: No, no, so you can't testify. He says  
15 he doesn't know what date it is. So you have to ask him  
16 another question.

17 Q (BY THE DEFENDANT:) Okay. So if that was your  
18 intention, then why did you fly to California to open up this  
19 account?

20 A Because Edna told me that you went to the jail and I  
21 call Edna, "How can help all my people?"

22 And they said, "Okay. Let's go form another  
23 business in California." That's what Edna told me.

24 Q So -- so Edna -- so you're saying Edna is the master  
25 mind for the scam?

1           A       Yeah, he's the one. Yeah, he is the one to tell us  
2 to do it.

3           Q       So you couldn't have opened up a bank account here  
4 in Hawaii to help the Hawaii people?

5           A       'Cause Edna told me to California, so I went to  
6 California.

7           Q       So whose idea was it to copy my documents, to forge  
8 my documents?

9           A       Must be Edna. That's your partner before.

10          Q       So it was Edna that told you to copy -- to forge my  
11 documents?

12          A       I don't know 'cause she said, "Oh, you can use this  
13 one." That's what he told me because the same -- "Me and  
14 Anthony same -- the same head of this program." That's what he  
15 told me.

16          Q       So how could that be -- how could you believe that  
17 when I fired you, Edna, and Rowena after this -- about five  
18 days after this date? How could you that be possible when I  
19 fired you, Edna --

20                   MR. SORENSON: Objection.

21                   THE DEFENDANT: -- and Rowena?

22                   MR. SORENSON: It's testimony. He needs to ask a  
23 question.

24                   THE COURT: Okay. So -- so the question is do you  
25 remember that he fired you, Edna, and Rowena?

1 THE DEFENDANT: Yes.

2 THE WITNESS: No, I don't remember that.

3 THE COURT: In -- what is the date of  
4 this -- in -- after August 27, 2013? So after you signed this,  
5 do you remember that Mr. Williams fired you, Edna, and Rowena?

6 THE WITNESS: I don't remember, Judge.

7 THE COURT: Okay. He doesn't remember it.

8 Q (BY THE DEFENDANT:) So do you remember I put your  
9 picture, Edna picture, and Hap picture on my website on a  
10 public notice? Do you remember that website I put up against  
11 you?

12 A No, but I -- all I remember that you put me -- you  
13 make me a business card.

14 Q That was before I fired you, right?

15 A Yeah.

16 Q Right before I fired you?

17 A Yeah.

18 Q Right. So you don't remember me showing you when I  
19 came back when I got out and found out what you was doing, you  
20 don't remember I showed you the website where I put your  
21 picture and her picture as scam artists?

22 MR. SORENSON: Your Honor, again we've got a lot of  
23 testimony.

24 THE COURT: So your question is do you remember  
25 putting -- do you remember Mr. Williams put your photo and

1 Edna's photo on a website?

2 THE WITNESS: I don't remember, Attorney -- aye --  
3 Judge.

4 THE COURT: All right. So ask him the next  
5 question.

6 Q (BY THE DEFENDANT:) So you said you wanted to help  
7 people, right?

8 A Yeah, because that's your program.

9 Q Okay. So did you know how to help people?

10 A Well, 'cause Edna and you telling me at the time  
11 that I can gather people and just bring the people to you guys,  
12 that's what I did.

13 Q So what did you do to help people? What did you do?

14 A Well, I saw your program, you know, the form, the  
15 application, and then this is what this to people to help us,  
16 that's what I tell people.

17 Q So you just had people to fill out the application?

18 A Yeah, they fill out the application.

19 Q And then after they filled out the application, then  
20 what did they do?

21 A And then I put my name in the referral fee and then  
22 I fill out, and then I give to Edna and then give to you.

23 Q No, you couldn't have gave it to me --

24 A Yes.

25 Q -- I wasn't there.

1           A       Yes.

2           Q       I was in jail.

3                   THE COURT:  Wait, wait.  All right.  This is not a  
4 conversation.  It's a question and an answer.  Okay?  So he  
5 says he gave it to you.

6                   THE DEFENDANT:  Okay.

7                   THE COURT:  What's your next question?

8           Q       (BY THE DEFENDANT:)  How could you have given it to  
9 me when I was locked up in jail for nine months during this  
10 time?

11          A       No, before --

12                   MR. SORENSON:  Objection --

13                   THE WITNESS:  Before --

14                   THE COURT:  Wait, wait, wait, wait.  Okay.  So stop  
15 and wait.

16                   What's your objection, Mr. Sorenson?

17                   MR. SORENSON:  Objection again to the form.  It's  
18 not even a question.  He -- it's a statement.

19                   THE COURT:  All right.  So it's cross-examination.  
20 Overruled.  So you said that you sent it to Mr. Williams.  His  
21 question to you is how could you have done that if he was in  
22 prison?

23                   THE WITNESS:  Well, I understand at that time,  
24 Judge, is because him and Edna they work together.  That's  
25 my -- our like kind of boss in the program.  So I give to Edna

1 and Anabel 'cause I don't know how to do all these things.

2 THE COURT: Okay. So that's his answer.

3 Q (BY THE DEFENDANT:) Okay. That was before you got  
4 fired, before I fired you all. After I fired you all --

5 THE COURT: No. So he says he doesn't remember  
6 that.

7 THE WITNESS: I don't remember that.

8 THE COURT: So what's your question?

9 Q (BY THE DEFENDANT:) Okay. So if you was forming  
10 this company to help my clients, why didn't you notify me?

11 A Well, 'cause I thought all the people I bring, you  
12 and Edna's client and that's what I understood.

13 Q So when I got out of jail -- when I won my case and  
14 I got out of jail and I came back to Hawaii, if it was your  
15 intention to help my clients, why when I came back here you  
16 didn't contact me?

17 A Yeah, because I find out that you scam at the time  
18 so I don't want to contact you any more.

19 Q So you saying that I was the scam?

20 THE COURT: Well, so ask him a question.

21 Q (BY THE DEFENDANT:) So you saying that when I won  
22 my case and I came back, you determined that I was the scam and  
23 you didn't want nothing to do with me?

24 A Yeah. I don't want to deal with you at that time  
25 already.

1 Q So --

2 A I lose my house.

3 Q Well, you was -- were you in foreclosure when you

4 met me?

5 A What's that?

6 Q Weren't you in foreclosure when you met me?

7 A No. You were in jail already at the time I lose my

8 house.

9 Q Do you remember me going to court with you?

10 A Yes.

11 Q And represent you in court, right?

12 A Yeah.

13 Q Okay. Why were we at the court?

14 A Yeah, because you tell me to help me to save my

15 house.

16 Q No. Why were we at court? For what? What was the

17 reason we was -- I showed up for court for you? What was the

18 reason?

19 A Yeah, because you tell me to cut my mortgage.

20 Q No. What was the reason we was at court? That has

21 nothing --

22 A To save -- try to foreclose my house.

23 Q 'Cause what?

24 A Foreclose my house.

25 Q 'Cause you was in foreclosure?

1           A       Yeah.

2           Q       Now, what month was that?

3           A       I don't remember now.

4           Q       You don't remember it was July 26, 2013?

5           A       Yeah, I think so, yeah.

6           Q       Right. So when you met me you was already in

7 foreclosure, correct?

8           A       But still live in the house at the time yet.

9           Q       Yes, you was still living in the house, but you was

10 in foreclosure already?

11          A       Right.

12          Q       Right. Right. So you couldn't -- you didn't

13 qualify for the mortgage reduction because you was in

14 foreclosure, remember?

15          A       Yeah, because --

16          Q       Okay?

17               THE COURT: Wait, wait. Okay. So what's your

18 answer?

19               THE WITNESS: Yeah, that's why I -- I heard your

20 program, that's why I came to you.

21          Q       (BY THE DEFENDANT:) Right. To save you from

22 foreclosure, correct?

23          A       Yeah.

24          Q       Right. So that's why I showed up for court with

25 you, correct?



1           A       Correct.

2           Q       Right. 'Cause you was already in foreclosure?

3           A       Correct.

4           Q       Now, when I would represent you, Edna, and all the  
5 other people, did I always show up to court? Was I the one  
6 that showed up to court?

7           A       Only show up to me, only my case.

8           Q       Right. Did I show up for other clients?

9           A       I don't know. I don't see you there.

10          Q       You didn't -- you wasn't there with the other --

11          A       No.

12          Q       -- the other clients?

13          A       Only --

14          Q       You don't remember that?

15               THE COURT: Wait.

16               THE WITNESS: No.

17               THE COURT: Let him finish the question.

18          Okay. Did you see him represent other clients in court?

19               THE WITNESS: No, only me.

20               THE COURT: Okay. What's your next question.

21          Q       (BY THE DEFENDANT:) So if you felt like what I was  
22 doing was a scam, after I got out, why did you continue to scam  
23 people?

24          A       Yeah, 'cause your partner Edna said that I can  
25 continue and because I don't know what she's doing. That's

1    what she told me and so I tried to save the people's house like  
2    I do.

3           Q       You're not answering the question. Let me slow it  
4    down and ask you this again.

5                    You said that you felt like I was a scam after I won  
6    my case and came back to Hawaii. Now, my question to you is  
7    this: If you felt like what I was doing was a scam, why did  
8    you continue to scam people?

9           A       Yeah, because that's what Edna told me.

10          Q       No, you can't put this on Edna, Mr. Malinay.

11                   THE COURT: Wait, wait. No. So this is a question  
12   that you have to ask him. So what's the question?

13          Q       (BY THE DEFENDANT:) So did Edna put a gun to your  
14   head to scam people?

15          A       No.

16          Q       So you was a participating and a willing conspirator  
17   in the fraud?

18          A       Yeah, that's why I plead guilty and I went to the  
19   court.

20          Q       Right. Because you were guilty, right?

21          A       Right.

22          Q       Right. Because you know you scammed all those  
23   people?

24          A       Right.

25          Q       Correct? And you knew you couldn't do no work for

1     them like I could, right?

2           A       Yeah, because it's your program. I learn from you.

3           Q       You didn't learn the program. You got fired before  
4     you could be trained. Remember?

5           A       Yeah, but that's your program.

6           Q       Right. But you didn't know the program, did you?

7           A       What's that?

8           Q       Did you know the program?

9           A       Only I know the cut the half of the mortgage and the  
10    monthly.

11          Q       So did you know the process?

12          A       No, I don't know the process.

13          Q       Okay. So if you didn't know the process, how could  
14    you offer something to somebody else that you don't know,  
15    Mr. Malinay, that you don't know how to do?

16          A       Yeah, because that's your instruction, you and Edna,  
17    that you got the people and I do all the job. That's what you  
18    tell me at the time, you and Edna.

19          Q       No. When you said I went to jail and you formed  
20    this fraudulent company, you said you all had to help people,  
21    correct?

22          A       Yeah, because --

23                   THE COURT: Wait, wait. Let him finish.

24                   THE WITNESS: Because Edna at the time -- because I  
25    thought you and Edna forever partner at the time. That's what

1 I understood.

2 Q (BY THE DEFENDANT:) How could you understand that,  
3 Mr. Malinay, when you knew I sent -- do you remember the email  
4 I sent you, Anabel, and Edna? Do you remember that email?

5 A No I don't remember.

6 Q Well, I'll have that email tomorrow.

7 THE COURT: Okay. So ask a question. Do you have  
8 more questions you want to ask him or you want to wait until  
9 you have your documents?

10 THE DEFENDANT: I just -- give me a couple more  
11 questions.

12 THE COURT: All right.

13 Q (BY THE DEFENDANT:) Now, you had filed bankruptcy,  
14 right, Mr. Malinay?

15 A Yeah.

16 Q Okay. And what --

17 A Bankruptcy? No, it never went through the  
18 bankruptcy.

19 Q You didn't -- so bankruptcy you didn't --

20 A 2010. 2010.

21 THE COURT: Okay. One of you can only speak at a  
22 time. So in 2010, did you file bankruptcy?

23 THE WITNESS: Yes, Judge.

24 THE COURT: Okay. But it didn't go through?

25 THE WITNESS: No, no. It had already went through.

1 THE COURT: That went through in 2010?

2 THE WITNESS: Uh-huh, in 2010.

3 THE COURT: Ask your question.

4 Q (BY THE DEFENDANT:) Did you file another  
5 bankruptcy?

6 A Yeah, I file, but it never went through the  
7 bankruptcy. They deny.

8 Q Okay. Why did they deny you bankruptcy?

9 A I don't know, 'cause I had my attorney at that time,  
10 but I don't know. They said you didn't qualify so that's what  
11 I know.

12 THE DEFENDANT: Exhibit 2048, page 7 -- starting at  
13 page 7, ending on page 21.

14 Q (BY THE DEFENDANT:) Mr. Malinay, can you see this  
15 document?

16 A Yes.

17 Q And does this document pertain to you?

18 A Yeah, 'cause I went to the DCCA --

19 Q Okay.

20 A -- to --

21 Q And is this document --

22 THE COURT: Wait, wait. First of all, what document  
23 number is this?

24 THE DEFENDANT: It's 2048 and it's page from 7 to I  
25 think 21.

1 THE COURT: Okay. So what's your question? He  
2 recognizes the document.

3 MR. YATES: Actually, Your Honor, we're having  
4 trouble locating it. One moment.

5 THE COURT: Oh, I'm sorry.

6 MR. YATES: Could we have that document number read  
7 again?

8 THE COURT: Yes, 2048.

9 THE DEFENDANT: -48.

10 MR. SORENSON: Whatever's on the screen is not what  
11 we have as 2048.

12 THE DEFENDANT: It starts at page 7.

13 THE COURT: Yeah, so it's several pages in. If you  
14 go -- it's right after the handwritten notes.

15 MR. SORENSON: Yes. Okay. I have it, Your Honor.

16 THE COURT: Okay. Thank you.

17 All right. So he said he recognizes it and then what's  
18 your next question?

19 Q (BY THE DEFENDANT:) Was this -- this was your  
20 bankruptcy proceeding?

21 A Yeah, but it is not went through.

22 Q Say again?

23 A It's not went through. They deny.

24 Q Okay. And do you remember the reason they denied  
25 your bankruptcy?

1           A           I don't have no idea. I have attorney at the time  
2 just tell me that Oh, you deny. I don't know what the reason.

3           THE DEFENDANT: Okay. I'd like to introduce into  
4 evidence.

5           THE COURT: Okay.

6           MR. SORENSON: Well, we object, Your Honor.

7           THE COURT: Yeah, no. So I think this is going to  
8 take a few minutes to address. So what I suggest is I excuse  
9 the jury for today and then I'll make an evidentiary ruling so  
10 we can start in the morning.

11          THE DEFENDANT: Okay.

12          THE COURT: All right?

13          THE DEFENDANT: All right.

14          THE COURT: So, ladies and gentlemen, I'm going to  
15 excuse you for the day with my usual long instructions. Don't  
16 discuss the case with anyone or allow anyone to discuss it with  
17 you, including your fellow jurors. Don't research, Google, or  
18 otherwise investigate any of the witnesses or anything that was  
19 discussed during testimony. Of course, don't go on any social  
20 media about the trial, and don't listen to, read, or watch any  
21 media account should there be any.

22          Thank you for your kind attention today. We'll see you  
23 tomorrow morning at 8:30.

24          Please rise for the jury. They're excused for the day.

25                 (Open court out of the presence of the jury.)

1           THE COURT: And the record reflect the jury's no  
2 longer present. Present are counsel and Mr. Williams.

3           Any objection to me excusing Mr. Malinay today with the  
4 instruction that of course you're not to talk to anyone about  
5 the case and that he remains under oath? Any objection?

6           Okay. Mr. Malinay, I'm going to excuse you for today.  
7 You need to come back tomorrow morning to finish your  
8 testimony. Please don't talk to anybody about your testimony.

9           THE WITNESS: Yes, Judge.

10          THE COURT: All right? And I'll just remind you you  
11 continue to be under oath.

12          THE WITNESS: Thank you, Judge.

13          THE COURT: All right. Good day. Have a good  
14 afternoon and evening. All right.

15          All right. So one of the issues we need to talk about is  
16 this document that is contained within the exhibit identified  
17 as 2048. This begins with the face sheet. It was a filing,  
18 apparently in the United States Bankruptcy Court. It was filed  
19 by the attorneys for the State of Hawaii Office of Consumer  
20 Protection. It is -- it says Plaintiff's Scheduling Conference  
21 Order. So I think they're referring to them as a plaintiff in  
22 another action and then they're filing it in the Chapter 13  
23 bankruptcy action. That's what it appears from the face sheet.

24          All right. So, Mr. Williams, you want to put it into  
25 evidence.



1 THE DEFENDANT: Yes.

2 THE COURT: Mr. Sorenson is objecting to that. I'm  
3 going to hear his objections and then I'll hear your position.

4 Mr. Sorenson?

5 MR. SORENSON: Well, yes, Your Honor. I think this  
6 is being offered for impeachment purposes. I would say first  
7 off this is not -- obviously this is not this defendant's  
8 statement. This is -- this is the statement of James Evers of  
9 the Hawaii -- State of Hawaii as you pointed out, Office of  
10 Consumer Protection. I think he wants to offer it for the  
11 truth of the matters asserted in the document which are  
12 statements made by Mr. Evers, I believe, about his bankruptcy.

13 So it's just -- it's hearsay. It's -- it's not his  
14 statement. We object.

15 THE COURT: All right. So, Mr. Williams, what do  
16 you wish to offer this for?

17 THE DEFENDANT: Well --

18 THE COURT: Okay. So this is hearsay. I mean, it's  
19 an out-of-state -- out-of-court statement and so what are you  
20 offering it for?

21 THE DEFENDANT: Well, to show that he's the actual  
22 culprit that made this whole charge that they're charging me  
23 with --

24 THE COURT: Right.

25 THE DEFENDANT: -- is 'cause this man right here.

1           THE COURT: Right. So how does this document in his  
2 bankruptcy action or in the underlying action filed against him  
3 by the Office of Consumer Protection relate to that? And then  
4 we'll talk about why it's an exception to the hearsay rule.

5           THE DEFENDANT: Because these are where the  
6 complaints were generated from. No complaints were generated  
7 from me or my actions. All the complaints were generated from  
8 this man. They have a copy of the actual bank records that  
9 they flew to California, because when he first was interviewed  
10 he said he didn't have nothing to do --

11          THE COURT: So again, I'm going to ask you with  
12 regard to this filing, though, by James Evers on behalf of the  
13 State of Hawaii Office of Consumer Protection, pages 1 through  
14 14 of the submission in bankruptcy court, what does that have  
15 to do for this case?

16          THE DEFENDANT: Well, it shows that he's the actual  
17 culprit that was committing these crimes against the people and  
18 it wasn't me that the complaints were filed against. It was  
19 him. That's why OCP got the complaints against him and not me.

20          THE COURT: I understand. So if that's your offer  
21 of proof for it, then the objection is upheld 'cause that's not  
22 what this entails. This entails a statement on behalf of the  
23 Office of Consumer Protection in the bankruptcy action stating  
24 that they have claims that he has not accounted for, but they  
25 are concerned he's going to discharge in bankruptcy so they're

1 objecting to that process and are informing the bankruptcy  
2 judge.

3       It's not verified. I don't have a file mark or anything  
4 that would make it an exception to the hearsay rule in terms of  
5 a official document so...

6       THE DEFENDANT: I mean, it is. It's stamped on the  
7 bottom U.S. Bankruptcy Court Docket No. 22 filed 5-2015. It's  
8 at the bottom.

9       THE COURT: All right. So that's not acceptable for  
10 purposes of an exception to the hearsay rule. It's not a  
11 verified copy from the Clerk of the Court or anything.

12       All right. So is there anything else that -- in this --

13       MR. ISAACSON: If I may, I don't think the parties  
14 are objecting on that basis though.

15       THE COURT: Well, he objected on hearsay.

16       MR. SORENSON: Authentication is a different thing.  
17 But if he wants it for the truth of the matters asserted in  
18 this, then he's going to have to put it in --

19       THE DEFENDANT: That's not --

20       MR. SORENSON: -- put in another way. We still will  
21 object on --

22       THE COURT: Yeah, he can get it in as an official  
23 government document if it is certified by the Clerk of the  
24 Court for the bankruptcy court. Then that's an exception to  
25 the hearsay rule.

1           You're objecting on the basis --

2           MR. SORENSON: No, authentication is different than  
3 admission because he still has to show relevance and it's not  
4 relevant, and --

5           THE COURT: But you objected on hearsay.

6           MR. SORENSON: Obviously hearsay.

7           THE COURT: And so if you agree that it's  
8 authenticated, then I'll tell you that it can come in under the  
9 hearsay --

10          MR. SORENSON: Well, then I certainly don't agree  
11 under authentication because authentication is different than  
12 admission for evidentiary purposes. Authentication means it is  
13 what it says it is.

14          THE COURT: Well, Rule 803 it says that certain --  
15 where declarants. It doesn't have to be unavailable -- an  
16 exception to the hearsay rule is if it is a public records  
17 exception, a record or statement of public office, if it sets  
18 out, so forth. So if you -- for instance, if you had  
19 some -- like a judgment of conviction in our court and the  
20 clerk certifies it, then I can receive it under 803 subsection  
21 (8). So it's not just authentication. I mean, it's an  
22 exception to the hearsay rule.

23          So if you're objecting on hearsay, then I need a certified  
24 copy unless you guys are stipulating that it's an authentic  
25 copy and that it can come in under the public records

1 exception.

2 MR. SORENSON: Well, and we also object on relevance  
3 grounds, Your Honor. If it's offered for impeachment, we state  
4 that it's an extrinsic document. Under 608(b) it shouldn't  
5 come in. He's stuck with the answer.

6 THE COURT: Yeah, so anyway, I'm not going to  
7 receive it into evidence.

8 Is there another portion of this exhibit -- 'cause it  
9 contains all sorts of documents that you're seeking -- that we  
10 can address now before he retakes the stand tomorrow?

11 MR. ISAACSON: Your Honor, just a clarification.

12 THE COURT: Yes.

13 MR. ISAACSON: If I can get a certified copy of the  
14 documents, will you allow it into evidence if I can get it from  
15 the court?

16 THE COURT: It's not relevant.

17 MR. ISAACSON: No, I understand that.

18 THE COURT: Yeah.

19 MR. ISAACSON: But if that's --

20 THE COURT: Right.

21 MR. ISAACSON: -- the only basis of the  
22 authentication --

23 THE COURT: Right.

24 MR. ISAACSON: -- I may be able to solve it is.

25 THE COURT: He objected on hearsay, but I'm telling

1     you it's not relevant.

2                 MR. ISAACSON:   Very well, Your Honor.

3                 THE COURT:    So where are we with the rest of the  
4     document -- the rest of the exhibit, I mean?  The exhibit has  
5     several documents in it.  Are there other parts of it that  
6     you're attempting to -- if we can clear that up today before he  
7     retakes the stand.

8                 MR. ISAACSON:   Apparently not, Judge.  I think we're  
9     still trying to get organized with these documents.

10                THE DEFENDANT:   Well, I got this --

11                MR. ISAACSON:   Sorry.

12                THE DEFENDANT:   This is his sworn statement under  
13     oath under this case.  This is the -- this they just gave me,  
14     this 18 that we just got.

15                THE COURT:    Well, are you talking about -- so are  
16     you talking about Exhibit 20- --

17                THE DEFENDANT:   It's not --

18                THE COURT:    -- -48?  Because you have the affidavit  
19     of truth in that one.  Is that what you're talking about?

20                THE DEFENDANT:   No, it's not in there.

21                THE COURT:    Okay.

22                THE DEFENDANT:   This is a separate -- this --

23                THE COURT:    They're not signed, but, uh-huh?

24                THE DEFENDANT:   It's not in evidence.  This is just  
25     18 that they gave me.

1           THE COURT: All right. So you need to look through  
2 those documents then?

3           THE DEFENDANT: Yes, 'cause these are ones that I  
4 want to -- 'cause these documents deal with him. There's a  
5 letter to him from DCCA.

6           THE COURT: Okay. So those you're going to seek  
7 admission tomorrow, is that what I'm hearing?

8           THE DEFENDANT: Right.

9           THE COURT: Okay. So do you want to go over them  
10 now and I can rule on whether they're going to come in or not?  
11 Or is that something you still need to look at and prepare for  
12 tomorrow?

13          THE DEFENDANT: Yeah, I mean, I need to -- 'cause  
14 these documents need to come in because they relevant to the  
15 case, relevant to his witness.

16          THE COURT: So again, do you want me to look at them  
17 today and indicate to you whether the court will receive them  
18 into evidence --

19          THE DEFENDANT: Yes.

20          THE COURT: -- or not?

21          THE DEFENDANT: Yes.

22          THE COURT: Or what you can do is wait till he takes  
23 the stand and then we can address it during one of the  
24 recesses.

25          THE DEFENDANT: I think it'd be best to do it now to

1 expedite time.

2 THE COURT: Okay. I agree. I'm not going to force  
3 you to do it, but if you feel prepared to address it now, I'm  
4 happy to do so.

5 Okay. So does Mr. Sorenson have copies of this and have  
6 they been identified as exhibits?

7 THE DEFENDANT: Well, this is their discovery that  
8 they gave me.

9 THE COURT: Okay. But did you have an exhibit  
10 number so that --

11 THE DEFENDANT: No, I don't have an exhibit number  
12 yet.

13 THE COURT: Okay. So that's one thing you guys are  
14 going to do this evening then, I take it, is -- all right. So  
15 then let's do that this evening and then we'll address it  
16 tomorrow during a recess so that we can do it in an organized  
17 manner, that we have it identified on the record. Or we could  
18 do it -- if you want to start out with it in the morning, we  
19 can do it before we bring the jury in.

20 MR. SORENSON: I think that might work better, Your  
21 Honor, only because we don't -- I mean, I'm hoping that we  
22 don't go all the way to a recess with this witness, and if we  
23 do that and we're waiting to address all these and then  
24 do -- it's just -- if we can do it in the morning --

25 THE COURT: Yes. So if Mr. Williams and his team



1 would identify each of the documents that they wish to admit  
2 tomorrow with an exhibit number, give a copy of that to  
3 Mr. Sorenson so he knows the exhibit number, then let's be  
4 prepared at 8:30 to address that before I bring in the jury.  
5 So Ms. Elkington can let them know You're not going to come in  
6 for a while; Judge is going to address certain things and then  
7 we'll bring you folks in.

8 Does that make sense?

9 MR. SORENSON: Yes, Your Honor, it does.

10 THE COURT: Okay. Mr. Isaacson, do you have  
11 something -- you look like you had an inquiring face.

12 MR. ISAACSON: Oh, no, Judge. There was another  
13 matter.

14 THE COURT: Oh, you have another matter?

15 MR. ISAACSON: Yes.

16 THE COURT: Okay. What is that?

17 MR. ISAACSON: Your Honor, this Court had talked  
18 about the witness -- defense witnesses in this case and  
19 yesterday had quashed a number of them.

20 THE COURT: Yes.

21 MR. ISAACSON: But there was a possibility or at  
22 least a thought that maybe some might be allowed to testify if  
23 they had connections with Hawaii.

24 I have asked Mr. Williams to look at the chart of defense  
25 witnesses and to -- he's marked a number of them which he

1 believes have ties. I thought he might address that with you,  
2 if that would be acceptable to the Court.

3 THE COURT: All right. Well, he already indicated  
4 that they had ties, but there was no evidence with regard to  
5 what's -- you know, either exhibits or witnesses who would  
6 testify about those people.

7 So I understand he's going to say that they came to  
8 Hawaii, they took part in some of the representations, they had  
9 interactions with Ms. Cabebe or Mr. Malinay, but where's the  
10 evidence? I'm not going to have these people hauled all the  
11 way to Hawaii if it turns out they had minimal contact.

12 THE DEFENDANT: But I don't -- I don't see where in  
13 law that that's a ground. It's like the clients here. Just  
14 because they here doesn't mean they relevant, does it, just  
15 'cause they live in Hawaii?

16 THE COURT: I'm not ruling on the clients here.

17 THE DEFENDANT: Right. But I'm saying --

18 THE COURT: You made a proffer with regard to the  
19 clients that they had familiarity with --

20 THE DEFENDANT: They do.

21 THE COURT: -- MEI --

22 THE DEFENDANT: They do.

23 THE COURT: -- and with Mr. Malinay and Ms. Cabebe.  
24 That makes sense to me. Somebody in Tennessee who happens to  
25 work for your Tennessee office, I'm not going to order them to

1 appear in court on a subpoena --

2 THE DEFENDANT: That can --

3 THE COURT: I'm not finished. Do you understand  
4 that? Do you understand that I'm speaking still? Yes or no,  
5 Mr. Williams?

6 THE DEFENDANT: Yes, I understand that.

7 THE COURT: All right. Then you need to wait until  
8 I finish. I have accorded you that same respect, so knock it  
9 off.

10 Here's the deal. I'm not going to subpoena and force  
11 witnesses to come and testify unless you can first show that  
12 they have some sort of connection with MEI and its activities  
13 in Hawaii. Just because they work for some other part of your  
14 business in another city is not a reason; that's not reasonable  
15 to have them come and testify about whatever's done in your  
16 corporation.

17 So until you do that, I am not going to order that they be  
18 brought here by the marshals pursuant to a subpoena. Then the  
19 obligation is on you to show why these people have a connection  
20 to the issues in this case.

21 So what is it that you want to show me with regard to  
22 these witnesses? What document? What witness has testified  
23 about these people?

24 THE DEFENDANT: They -- I got witnesses that will  
25 testify --

1           THE COURT: No. To date in the trial? Who has  
2 testified about these people? What document have they created  
3 that involves any of the clients in Hawaii?

4           THE DEFENDANT: We haven't got to them yet.

5           THE COURT: Well, then I'm not going to order them  
6 to -- I have made myself clear that you have to demonstrate  
7 that there is a reasonable basis to have these witnesses come  
8 from the mainland. I'm not going to have them come here and  
9 testify what you do in Tennessee or Washington, D.C. or any  
10 place else. They have to have some sort of connection to the  
11 claims here in Hawaii involving what you did, just like you  
12 can't be convicted or presented -- the government can't present  
13 evidence of what you did in Tennessee or Florida or what have  
14 you to say that you did the same thing here in Hawaii, you  
15 know, at a different time with different clients and so forth.  
16 I'm not going to let you guys -- you come in and say,  
17 "Everything I did was legal because they said it was good in  
18 Chicago or Florida," or what have you. That's been my  
19 consistent ruling throughout this case.

20           So you need to show me for each of those witnesses that  
21 you want to call in your case who are on the mainland who I  
22 have -- I have already ruled that I'm not going to enforce the  
23 subpoena, I'm quashing the subpoena.

24           So I told you I'd give you two days to do it because you  
25 guys made this big deal that you need more time, as much time

1 as possible. So if you don't do it by the end of court  
2 tomorrow, I'm not enforcing those subpoenas. I'm quashing  
3 them. I'm standing by my ruling. It's as simple as that. So  
4 you better have it all marshalled out as to what documents you  
5 believe connect these people to the Hawaii Mortgage Enterprise  
6 operations.

7 All right. Anything you don't understand about that?

8 THE DEFENDANT: No. Can I speak?

9 THE COURT: Yes, you may speak.

10 THE DEFENDANT: Now the way you've ruled, the same  
11 thing you just told me, you allowed them to do. You allowed  
12 them to bring FBI agents that has nothing to do with Hawaii,  
13 ain't never been to Hawaii, ain't never talked to no clients  
14 here in Hawaii, but you allowed them to call them as witnesses  
15 and get on that witness stand.

16 But now you don't want me to call my witnesses that can  
17 testify the same thing that his witnesses said in the opposite  
18 of me in favor of me. So you're violating my Sixth Amendment  
19 right to call witnesses in my defense and you violating a  
20 Federal Rule of Evidence 406 where I can prove habitual  
21 practice of my company. You violating my rights.

22 THE COURT: All right. Your objection's on the  
23 record. You're completely wrong, with all due respect, about  
24 your Sixth Amendment right and so forth on the basis, but you  
25 preserved your objection for the record.

1           The law doesn't work just because they get to call  
2   somebody, you get to call somebody. But be that as it may,  
3   you've decided to represent yourself; you have able standby  
4   counsel, you can you consult with him. I've made myself clear  
5   with regard to these witnesses. I'm quashing their subpoenas  
6   unless by tomorrow at the end of the trial day you can show  
7   some sort of connection about the facts, events, circumstances  
8   involved with the claims in the indictment. All right?

9           I will see all of you tomorrow at 8:30. We will address  
10   whatever documents identified as exhibits at that time, whether  
11   or not the court will receive them in evidence.

12          I wish all of you a very good evening.

13                 MR. ISAACSON: May I remain for 20 minutes?

14                 THE COURT: You may, yes.

15                 MR. ISAACSON: Thank you.

16                 THE COURT: All right. We're in recess.

17                 (Proceedings adjourned at 2:06 P.M. until  
18                 Wednesday, February 12, 2020, at 8:30 A.M.)

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COURT REPORTER'S CERTIFICATE

I, DEBRA READ, Official Court Reporter, United States District Court, District of Hawaii, do hereby certify that pursuant to 28 U.S.C. §753 the foregoing is a complete, true, and correct transcript of the stenographically reported proceedings held in the above-entitled matter and that the transcript page format is in conformance with the regulations of the Judicial Conference of the United States.

DATED at Honolulu, Hawaii, April 1, 2020.

/s/ Debra Read

DEBRA READ, CSR CRR RMR RDR