

REPORTER'S RECORD

VOLUME 1 OF 1

TRIAL COURT CAUSE NO. 10-1093-C368

ALVIE CAMPBELL AND } IN THE DISTRICT COURT OF
JULIE CAMPBELL }

VS.

MORTGAGE ELECTRONIC
REGISTRATION SYSTEM, INC.,
AS NOMINEE FOR LENDER AND } WILLIAMSON COUNTY, TEXAS
LENDER'S SUCCESSORS AND
ASSIGNS, AND WELLS FARGO
BANK, N.A., AND
STEPHEN C. PORTER,
AND DAVID SEYBOLD,
AND RYAN BOURGEOIS, AND
MATTHEW CUNNINGHAM,
AND JOHN DOE 1-100 } 368TH JUDICIAL DISTRICT

HEARING ON MOTION TO DISMISS
AND
MOTION FOR SUMMARY JUDGMENT

On the 23rd day of June, 2011, the following proceedings came on to be heard in the above-entitled and numbered cause before the Honorable Burt Carnes, Judge presiding, held in the City of Georgetown, Williamson County, Texas.

Proceedings reported by computerized stenotype machine;
Reporter's Record produced by computer-assisted transcription.

1 A P P E A R A N C E S :

2 Mr. Alvie Campbell, Pro Se
3 c/o 250 PR 947
4 Taylor, Texas 76574
5 Telephone No. (512) 796-6397
6 Email: alvie@eccwireless.com

7 Mr. Mark D. Hopkins
8 Attorney at Law
9 State Bar No. 00793975
10 12117 Bee Caves Rd., Suite 3-260
11 Austin, Texas 78738
12 Telephone No. (512) 600-4320
13 Fax No.: (512) 600-4326

14
15
16
17
18 Mr. Chase Hamilton
19 Attorney at Law
20 State Bar No. 24059881
21 111 Congress, Suite 1400
22 Austin, Texas 78701-4093
23 Telephone No. (512) 472-5456
24 Fax No.: (512) 479-1101
25

HEARING ON MOTION TO DISMISS AND
MOTION FOR SUMMARY JUDGMENT

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	Page
June 23, 2011	
Argument by Mr. Hopkins	4
Argument by Mr. Hamilton	6
Argument by Mr. Campbell	11
The Court's Ruling	24
Court Reporter's Certificate	25

P R O C E E D I N G S :

(June 23, 2011)

THE COURT: 10-1093-C368, Alvie Campbell and Julie Campbell vs. Mortgage Electronic Registration Systems, Inc., Et Al.

Mr. Hopkins.

MR. HOPKINS: Yes, Judge.

THE COURT: Are you representing all the defendants?

MR. HOPKINS: No. I'm in for the attorney defendants. We have Wells Fargo and MERS represented by co-counsel.

MR. HAMILTON: Your Honor, I'm Chase Hamilton. I'm representing Wells Fargo and MERS in this. We've got two motions, our motion for summary judgment and then Mr. Hopkin's motion to dismiss.

THE COURT: Okay. Mr. Hopkins, let's go ahead and take up your motion to dismiss first.

MR. HOPKINS: Certainly, Judge. Mark Hopkins here on behalf of Attorney Stephen Porter, Attorney David Seybold, Attorney Ryan Bourgeois, and Mr. Matthew Cunningham.

Your Honor, the background and facts are that my defendants are employed by the law firm of Barrett Daffin Frappier Turner & Engel. That law firm was hired by Wells Fargo to assist Wells Fargo in protecting its interest against

1 the Campbells with respect to the Campbells' default on a home
2 mortgage. Specifically, the law firm of Barrett Daffin was
3 retained to assist with the foreclosure of the Campbells'
4 loan. That lawsuit was actually litigated in Judge Anderson's
5 court, and we had a judgment in our favor.

6 This is Mr. Campbells' second lawsuit, and this
7 time around he has sued the attorney defendants as well. And
8 I have brought a motion to dismiss on behalf of my clients, as
9 Mr. Campbell and Mrs. Campbell have no standing to sue the
10 attorney defendants, and standing is an element of subject
11 matter jurisdiction which is a question of law for the Court.

12 Attached to my motion is the affidavit of Mr.
13 Stephen Porter. He's the chief litigation counsel at Barrett
14 Daffin, and his affidavit provides that the only contact the
15 attorney defendants have had with the Campbells is in
16 connection with the attorney defendants' representation of
17 Wells Fargo in litigation. And there has been no other
18 contact with the Campbells.

19 Texas case law is clear, your Honor. From the
20 Northern District of Texas in 1996, the Taco Bell vs. Cracken
21 case, the Federal Court held, "Based on overriding public
22 policy, Texas courts have consistently held that an opposing
23 party does not have a right of recovery under any cause of
24 action against another attorney arising from the discharge of
25 his duties in representing that party."

1 Also from the Corpus Christi Court of Appeals,
2 Martin vs. Trevino, I'll read from that opinion. "An attorney
3 is exempt from liability to any party other than his client
4 for damages resulting in the performance of service which
5 engages and requires the office or the professional training
6 skill and authority of an attorney because an attorney deals
7 at arm's length with adverse parties, and that he is not
8 liable to such adverse parties for his actions, as an attorney
9 on behalf of his client."

10 Your Honor, the Campbells have only sued my
11 clients in connection with their representation of Wells
12 Fargo. And based on the affidavit of Mr. Stephen Porter,
13 there is no evidence before this Court or allegations that my
14 clients have had any contact with the Campbells outside that
15 representation. I would request that the motion be -- motion
16 for the attorney defendants to be dismissed be granted.

17 THE COURT: Thank you, sir.

18 I'll tell you what. I'd like to go ahead and
19 hear Mr. Hamilton, your argument. And then I'll allow Mr.
20 Campbell to respond to both of them rather than break yours
21 into two arguments.

22 MR. CAMPBELL: Thank you.

23 MR. HAMILTON: Thank you, your Honor. Actually,
24 that may change what I was going to -- what I was planning.
25 What we've got before you is a motion for summary judgment on

1 no-evidence grounds and on traditional grounds. I don't think
2 the Court will need to look farther than the no-evidence
3 motion. So what I was going to propose is that I walk through
4 the no-evidence motion and then allow Mr. Campbell to respond.
5 And if you still want to hear the traditional grounds --

6 THE COURT: I think I'll decide the order of
7 argument. If you'd just go ahead and give me your arguments,
8 then I'll let Mr. Campbell respond. Thank you.

9 MR. HAMILTON: Okay. So we've got a motion for
10 summary judgment on both grounds. What Mr. Campbell has done
11 here is he's filed a lawsuit. The only claim that he's
12 alleged is a wrongful foreclosure claim. The elements for
13 wrongful foreclosure are a defective foreclosure sale
14 proceedings, a grossly inadequate selling price, and a causal
15 connection between that defect and a grossly inadequate
16 selling price.

17 Mr. Campbell has no evidence of any of those
18 three elements. The only evidence that he's attached to his
19 response are an affidavit from a James McGuire that we've
20 actually -- I've got a written motion I can show you that we
21 are objecting to the evidence, but I can also present it
22 orally to you if you would prefer.

23 The affidavit of James Maguire, it's clearly
24 hearsay. It only speaks to a conversation that Mr. McGuire
25 heard with Mr. Campbell, between Mr. Campbell and Mr. Hopkins,

1 in another case proceeding. There's nothing -- there's
2 nothing in there that's substantively related, and there's
3 nothing in there that's admissible, on the grounds of hearsay,
4 anyway.

5 The second piece of evidence that Mr. Campbell
6 has submitted is a sort of copied and pasted set of
7 photocopies of a chain of negotiation of plaintiffs' alleged
8 note, none of which are proved up by an affidavit and none of
9 which were offered in discovery. Those are all hearsay as
10 well, and, frankly, they have nothing to do with any sort of
11 wrongful foreclosure claim.

12 The third piece of evidence that Mr. Campbell
13 provided the Court is a copy of an order from a New Jersey
14 Chancery Court case between Bank of America and Melissa
15 Limato. And that case, obviously, has nothing to do with any
16 facts that are alleged or could be alleged in this case. So
17 we would object to the admissibility of all three of the
18 pieces of evidence that Mr. Campbell has provided. Without
19 those, there is no evidence before this Court of any of his
20 claims.

21 I don't think the Court has to look any farther
22 than that. But if the Court wants to, we can walk through the
23 actual or traditional grounds which are: This suit arises
24 from a loan that was made on December -- excuse me --
25 October 29, 2004. The note was payable originally to AMNET

1 and its successors and assigns. The deed of trust beneficiary
2 associated with that note was MERS who is here. Wells Fargo
3 became the holder and servicer of the note on December 9,
4 2004. The note has been endorsed to them, and that's in our
5 traditional -- that's in our summary judgment evidence. MERS
6 assigned its interest in the deed of trust to Wells Fargo on
7 August 22, 2008.

8 The plaintiffs filed their first lawsuit in June
9 of 2009 after falling into default. They lost that lawsuit.
10 The grounds, it was a strange -- it was a strange pleading,
11 but the grounds claimed were identical to the grounds claimed
12 here which was that there's this -- there's a bifurcation, the
13 plaintiffs called it, between the note and the deed of trust.
14 In the first lawsuit, they lost that claim. They brought it
15 again here now after they've been foreclosed upon.

16 The house was sold at foreclosure in September
17 of 2010. They filed this suit in September, on September
18 27th. And I believe Exhibit 1, Paragraph 5, demonstrates that
19 Wells Fargo has been the holder and servicer of the note since
20 December of 2004. So the only claim that the pleadings seem
21 to say to base or support their claim for wrongful foreclosure
22 is this bifurcation between the note and the deed of trust.

23 It's clear as a matter of law that when a
24 secured note transfers ownership, the security interest
25 follows the note. And I've got case law that is -- I've got a

1 case here, if you want to look at it. It's the case of
2 Richardson vs. CitiMortgage. The cite is 2010 U.S. District
3 Court Lexis 123445.

4 But we -- there is no disruption in the chain of
5 title. There's no dispute. And there's no evidence that
6 Wells Fargo wasn't at all times relevant the holder and
7 servicer of the note.

8 There is no allegation even that Wells Fargo
9 improperly proceeded in the foreclosure. There is certainly
10 no allegation and no evidence that there was a gross or
11 inadequate sale price. And there is obviously no allegation
12 or evidence that there was a causal link between the
13 foreclosure process and that sale price.

14 And then as a final note, just as kind of belt
15 and suspenders, MERS -- there is no evidence that MERS did
16 anything in this. MERS did not foreclose on Mr. Campbell at
17 all. Only Wells Fargo was the actor. So for all of those
18 reasons we would ask that the Court grant either our
19 no-evidence motion or our traditional motion.

20 THE COURT: Thank you very much.

21 Mr. Campbell.

22 MR. CAMPBELL: Thank you, your Honor, my name is
23 Alvie Campbell. Due to the complexity --

24 THE COURT: Excuse me. It's a very minor thing,
25 but only one needs to stand at a time, ma'am.

1 MRS. CAMPBELL: Sorry.

2 MR. CAMPBELL: I'm sorry, your Honor.

3 Due to the complexity of this, basically I
4 needed to write my oral argument out, and I'd like to be able
5 to provide this to any of the parties --

6 THE COURT: Certainly.

7 MR. CAMPBELL: -- if they would like that.

8 May I approach?

9 THE COURT: Thank you.

10 MR. CAMPBELL: Thank you.

11 Start with the motion to dismiss. Defendants,
12 Stephen C. Porter, David Seybold, Ryan Bourgeois -- I --
13 pronounce his name right -- and Matthew Cunningham have
14 requested to dismiss this action on five grounds. The
15 plaintiffs allege a lack of standing.

16 Barrett Daffin Frappier Turner & Engel, LLP,
17 were retained by Wells Fargo. Barrett Daffin Frappier Turner
18 & Engel, LLP, are licensed attorneys in the State of Texas and
19 employed by BDFTE. The plaintiffs allegedly have failed and
20 refused to pay their mortgage as contractually agreed. No
21 claims have arised (sic) out of the attorney defendants'
22 conduct other than legal representation of their client, Wells
23 Fargo. The test for constitutional standing in Texas requires
24 that there be -- there shall be a controversy between the
25 parties which will be determined by judicial declaration

1 sought.

2 Attorney defendants, Stephen C. Porter, David
3 Seybold, Ryan Bourgeois, and Matthew Cunningham have operated
4 in an alleged capacity for Wells Fargo. This claim of Wells
5 Fargo is not definitive, as it does not define the specifics
6 as to Wells Fargo Bank, North America, Wells Fargo Home
7 Mortgage, or Wells Fargo Stagecoach.

8 Plaintiffs' suit against defendants should not
9 be dismissed for lack of standing as attorney defendants were
10 not proper representation parties to the plaintiffs' alleged
11 indebtedness. The attorney defendants have been retained by
12 Wells Fargo, but attorney defendants and Wells Fargo were not
13 proper parties to the plaintiffs' alleged indebtedness.

14 Counsel for attorney defendants allege
15 protection of rights under certain note and deed of trust
16 which counsel alleges Wells Fargo to be the holder of a deed
17 of trust secured by a note according to the affidavit of
18 Stephen C. Porter attached to the defendant's motion to
19 dismiss.

20 The attorney defendants claim no relationship to
21 plaintiffs, which is true. This note follows the lien is the
22 opposite. It's dating back to Carpenter and Longan which
23 clearly noted that the lien follows the note. However, this
24 would not allow attorney defendants to claim lack of standing.

25 The attorney defendants may be correct in

1 stating that the opposing party does not have a right to
2 recover under any cause of action against any other attorney
3 arising from the discharge of his duties in representing a
4 party. However, this does not exclude an attorney who is
5 representing a party that is not a lawful party to the alleged
6 original obligation.

7 Attorney defendants are correct in stating that
8 the attorneys have an absolute right to practice their
9 profession. However, this does not explain why the attorney
10 defendants got involved in an action to unlawfully sell the
11 plaintiffs' real property.

12 The defendants are correct in stating that
13 attorneys are immune from certain claims against them.
14 However, claims made against attorney defendants are valid as
15 attorney defendants are not proper parties to plaintiffs'
16 alleged indebtedness.

17 Your Honor, the plaintiffs dispute the validity
18 of the signature of Stephen C. Porter in the affidavit of
19 Stephen C. Porter. Research of public records, land records,
20 and a verification signed by Stephen C. Porter on March 4,
21 2011, do not resemble each other. And the same notary
22 notarized those instruments. And I would like to provide that
23 as an exhibit.

24 May I approach, your Honor?

25 THE COURT: Yes, sir.

1 MR. CAMPBELL: In looking through those, the
2 affidavit and the verification, both seem to be completely
3 different signatures, but it's the same notary.

4 THE COURT: Excuse me. Are you offering
5 Plaintiff's 1? Did you mean to offer this as an exhibit?

6 MR. CAMPBELL: Yes, sir.

7 THE COURT: Any objection?

8 MR. HOPKINS: Your Honor, I'll object. It
9 hasn't been properly authenticated.

10 MR. CAMPBELL: Your Honor, the plaintiffs are
11 trying to get across the point --

12 THE COURT: Excuse me. The objection is
13 sustained.

14 Go ahead, Mr. Campbell.

15 MR. CAMPBELL: The defense counsel refers to the
16 affidavit of Stephen C. Porter to support proof of alleged
17 payments. Plaintiffs object to affidavit of Stephen C.
18 Porter. It is made without personal knowledge. The affidavit
19 of Stephen C. Porter is correct in stating that Porter is
20 chief litigation counsel for Barrett Daffin Frappier Turner &
21 Engel, LLP, according to the Texas Bar.

22 The affidavit of Stephen C. Porter does not
23 address payments of his alleged claims in regards to the
24 mortgage note. The affidavit of Stephen C. Porter has made a
25 claim that BD -- Barrett Daffin Turner Frappier -- Barrett

1 Daffin Frappier Turner & Engel was only representing Wells
2 Fargo Bank, North America, and not the lawful owner of the
3 mortgage note and deed of trust.

4 The affidavit of Stephen C. Porter has clearly
5 provided that there is a misunderstanding of the factions of a
6 secured debt is an attempt to mislead this Court into
7 believing that the mortgage note follows the security
8 instrument. This is the other way around. Texas and other
9 states across the United States understand the security
10 instrument follows the note. And more clearly understood, the
11 security follows the debt, also noted in the memorandum of
12 James McGuire in support of plaintiffs' objection to
13 defendants' motion to dismiss.

14 The affidavit of Stephen C. Porter is an attempt
15 to mislead this Court into believing that Wells Fargo Bank,
16 North America, had the lawful right to transfer a lien and
17 then take possession of a mortgage note whether it be lawful
18 or unlawful. Plaintiffs dispute the validity of Stephen C.
19 Porter. Defendants are claiming that defense based upon an
20 illusion that an unlawful ownership of a lien takes superior
21 position of the owner of the note.

22 As plaintiffs' arguments are based on facts in
23 this case and due to lack of supported records, recorded facts
24 in Williamson County Public Land Records, this Court should
25 deny the defendants' motion to dismiss.

1 I'd like to add one more thing to this, your
2 Honor. If there are any objections about the hearsay of Mr.
3 McGuire, he is present here today.

4 Wherefore, premises considered, plaintiffs pray
5 that the Court denies the defendants' motion to dismiss.

6 Your Honor, may I move on to the motion to --

7 THE COURT: Yes, sir.

8 MR. CAMPBELL: -- for summary judgment?

9 Again, I have the oral -- may I approach?

10 THE COURT: Yes, sir. Thank you.

11 MR. CAMPBELL: Thank you, your Honor.

12 Okay. This case concerns a borrower's rights to
13 protect their real property from unidentified parties that
14 have sold the borrower's real property unlawfully in a trustee
15 sale on September 7, 2010, in Williamson County, Texas.

16 Defendants, Wells Fargo Bank, North America,
17 Mortgage Electronic Registration Systems, Incorporated, David
18 Seybold, Stephen C. Porter, Matthew Cunningham, and Ryan
19 Bourgeois are unknown parties that plaintiffs' debt --
20 negotiated between the plaintiffs, Alvie Campbell and Julie
21 Campbell, and American Mortgage Network d/b/a/ AMNET Mortgage
22 whose address is listed on the plaintiffs' deed of trust and
23 recorded in Williamson County, Texas Land Records as P.O. Box
24 85463, San Diego, California, zip code, 92186.

25 Plaintiffs, Alvie and Julie Campbell, filed this

1 lawsuit that is based on wrongful foreclosure by the
2 defendants who had no lawful authority to do so. The
3 plaintiffs' claims do uphold as a matter of law. Plaintiffs'
4 claims are barred by -- are not barred by "res judicata," as
5 the defendants claim.

6 The case prior to that that they're trying to
7 mention and all was a debt validation suit at that time, your
8 Honor. The plaintiffs have no -- at no time brought a lawsuit
9 against Wells Fargo Bank, North America. Defendants are
10 trying to use a case that was brought against Wells Fargo Home
11 Mortgage, the alleged mortgage servicer, that involved
12 pre-foreclosure debt validation and verification of the
13 borrowers' alleged default.

14 The claims made by the defendant, Mark Hopkins,
15 Esquire, in a nonrelated case in miscellaneous docket
16 11-341-C26 hearing on Tuesday, June 7th, clearly stated in
17 that court hearing that there could be an impact upon this
18 motion for summary judgment brought forth by the defendants.
19 There is a genuine issue of material fact of plaintiffs'
20 claims against the defendants' wrongful foreclosure, and
21 summary judgment is not proper.

22 Defendant, Wells Fargo Bank, North America,
23 claims to become a holder and servicer of the note has not
24 been proved to be sufficient to make such a claim. Wells
25 Fargo Bank, North America, or N.A., national association,

1 claims to be the lender at all times and being a member of
2 MERS, electronic registration system, assigned MERS's
3 beneficial interest in the deed of trust to Wells Fargo.

4 However, MERS acts solely as nominee for the holder of the
5 mortgage. MERS did not meet the required burden of proof
6 since it does not act as agent for the holder of the note.

7 MERS, if it had any agency relationship with
8 American Mortgage Network, AMNET, MERS's nominee would not
9 give MERS the lawful authority to sign the interest in the
10 note. The counsel is misleading this Court, as plaintiffs did
11 not file a lawsuit against Wells Fargo Bank, N.A. Plaintiffs
12 filed a debt validation lawsuit against Wells Fargo Home
13 Mortgage, the mortgage servicer. Wells Fargo Bank, N.A., was
14 not awarded a final judgment.

15 The business affidavit of Kyle N. Campbell,
16 Wells Fargo, N.A., is questionable to his ability to have
17 personal knowledge of the facts. On March 28, 2011, Kyle N.
18 Campbell provided certification to the Superior Court in New
19 Jersey that he was a litigation specialist for Wells Fargo
20 Bank, N.A., and not a vice-president of loan documentation.

21 Defendants clearly state that there was no
22 agency relationship between the loan originator, American
23 Mortgage Network, and Mortgage Electronic Systems,
24 Incorporated. Defendants' motion for summary judgment -- in
25 the defendants' motion for summary judgment, the only agency

1 relationship between Wells Fargo Bank, N.A., and MERS was
2 stated in the defendants' motion for summary judgment.

3 This Court should take a serious look at the
4 business affidavits provided by the defendants, Wells Fargo
5 Bank, N.A., Al Campbell, to determine just exactly who Mr.
6 Campbell really is. Discovery offered by the defendants in
7 this suit has revealed the note has resided within one of the
8 agencies of the Federal Housing Administration, possibly
9 Gennie Mae.

10 THE COURT: May have. Is it "may have" or
11 "has"? You've written "may have," and you said "has."

12 MR. CAMPBELL: May have.

13 THE COURT: Okay. Thank you.

14 MR. CAMPBELL: Thank you, your Honor.

15 Wells Fargo Bank, N.A., contends to be entitled
16 to enforce the note. This has not been proven. However, the
17 enforcement of the note is not an action to provide Wells
18 Fargo Bank, N.A., with the ability to enforce an invalid
19 transfer of lien of the deed of trust.

20 Defendants clearly states (sic) in their motion
21 for summary judgment that Wells Fargo became the holder of the
22 note -- the holder of the note. Wells Fargo Bank, N.A.,
23 provided this Court with an electronic copy of an alleged note
24 that does not provide any indication of the date of the
25 alleged negotiation.

1 It appears in the electronic copy of the note
2 Wells Fargo Bank, N.A., provided a copy of an allonge that was
3 later added to the note without any indication of the date of
4 negotiation or endorsement. The copy of the electronic note
5 provided by the defendants is the same type of electronic copy
6 defendants have provided to plaintiffs ever since borrowers
7 have requested validation of their debt dating back to 2007.

8 Defendants clearly state in Item 6, Page 4 of
9 the defendants' motion for summary judgment that MERS's
10 nominee for Wells Fargo Bank, N.A., transferred the beneficial
11 interest in the deed of trust to Wells Fargo Bank, N.A.

12 This Court should notice that Wells Fargo Bank,
13 N.A., admitted that Wells Fargo Bank, N.A., as a member of
14 MERS, unlawfully transferred the American Mortgage Network,
15 Incorporated, debt to themselves. The defendants admitted
16 that the transfer of the lien was not recorded into land
17 records in Williamson County, Texas, until almost four years
18 after the alleged negotiation of the note. The defendant
19 should have known that perfection was lost in the chain of
20 title by not conforming to the recordation laws of Texas.

21 Defendants have provided enough proof within
22 their own motion for summary judgment to show this Court there
23 is a genuine issue of material fact. Defendants have no
24 standing to bring a motion for summary judgment against the
25 plaintiffs, as defendants have unlawfully sold the plaintiffs

1 real property with a valid -- without a valid security
2 instrument to enforce their actions. The defendants have
3 provided this Court with misleading information that would be
4 -- that could be reviewed as providing fraudulent documents
5 and information in an attempt to sway the Court in their
6 favor.

7 When the Court takes into account the statutes
8 and case law and applies them to the facts of this case and
9 the documents relied on by the defendant, it is clear why it
10 is necessary for both summary judgments be denied, as the
11 noteholder who had authority to enforce collection of the note
12 has not been identified, and the defendants are clearly not
13 the noteholder of the ink-signed original note or the proper
14 agent of the holder. This Court should allow proceedings to
15 continue so that truth be known, and, thus, the Court should
16 then rule upon the facts.

17 Wherefore premises considered, this Court should
18 deny defendants' no-evidence motion for summary judgment and
19 motion for summary judgment.

20 And, again, your Honor, for any of these, the
21 Exhibit 2 that the defendants are speaking of and all, if it's
22 looked at, there is a reference number. Those reference
23 numbers were put on there by Wells Fargo through Brown
24 McCarroll through discovery requests back prior to these
25 motions. So it is there. I did not bring that CD with me,

1 but I would be happy to produce it to the Court.

2 I do have -- I printed some out of that
3 discovery that would show where they -- it's the full page of
4 each one of those that are referenced there within that --
5 that exhibit. However, I only brought two copies. I'd be
6 happy, if you guys would like to share one, and take a look, I
7 can produce you one. I'd like to be able to provide this if
8 it's -- if it's okay.

9 THE COURT: If there is no objection, it's okay.

10 MR. CAMPBELL: Thank you, your Honor.

11 MR. HAMILTON: Your Honor, I'd object. We
12 haven't had notice for this.

13 MR. HOPKINS: Your Honor, if it's in response to
14 my motion to dismiss, I can see him trying to offer it. But
15 if it's summary judgment, it's not appropriate to take
16 evidence at this time.

17 THE COURT: That's correct.

18 MR. CAMPBELL: Thank you, your Honor.

19 THE COURT: And your objection to -- well, you
20 objected to an affidavit, and I cannot get my hands on that
21 affidavit from Mr. McGuire, I believe.

22 MR. HAMILTON: The affidavit, it's the -- again,
23 right after -- it's the first --

24 THE COURT: Well, do you have a copy I could
25 look at? This file is huge. I'm tired of flipping through

1 it.

2 MR. HAMILTON: You've got to forgive me. I
3 printed it out two-sided. Here is the first page, and this is
4 the second.

5 THE COURT: Thank you.

6 MR. CAMPBELL: Again, your Honor, Mr. McGuire is
7 present in the courtroom today.

8 THE COURT: Good. Did Mr. McGuire prepare ---

9 Oh, I'm sorry. Ms. Campbell, you're a plaintiff
10 in this also. You have a right to make your own arguments, or
11 you can join in Mr. Campbell's arguments.

12 MRS. CAMPBELL: I'm just joining with him.

13 THE COURT: Thank you.

14 Did Mr. McGuire prepare your oral argument?

15 MR. CAMPBELL: No, sir. No, sir, your Honor.

16 Mr. McGuire has only provided his affidavit and his memorandum
17 in support.

18 THE COURT: Did you pay Mr. McGuire money for
19 his assistance in this case?

20 MR. CAMPBELL: I have him as a consultant. Yes,
21 sir.

22 THE COURT: Did he help you prepare your
23 pleadings?

24 MR. CAMPBELL: No, sir.

25 THE COURT: All right. Thank you.

1 MR. CAMPBELL: Thank you, your Honor.

2 THE COURT: The individual defendants' motion to
3 dismiss is granted.

4 The objections to plaintiffs' summary judgment
5 evidence is granted.

6 And the no-evidence motion for summary judgment
7 is granted.

8 If you gentlemen will prepare an order and
9 circulate it, please. Thank you.

10 MR. HOPKINS: We have proposed orders. Would
11 you like us to make it into one joint order?

12 THE COURT: We'll see if there's any objection
13 to the form of the order. If not, it's fine with me.

14 (END OF PROCEEDINGS)

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1 THE STATE OF TEXAS

2 COUNTY OF WILLIAMSON

3
4 I, TERESA HALL, official court reporter in and for the
5 368th District Court of Williamson County, State of Texas,
6 do hereby certify that the above and foregoing contains a
7 true and correct transcription of all portions of evidence
8 and other proceedings requested in writing by counsel for the
9 parties to be included in the reporter's record in the above
10 styled and numbered cause, all of which occurred in open
11 court or in chambers and were reported by me.

12 I further certify that the total cost for the preparation
13 of this Reporter's Record is \$125.00 and was paid by Mr. Alvie
14 Campbell.

15 WITNESS MY OFFICIAL HAND this the 5th day of July, 2011

16
17 /s/ Teresa Hall

18 Teresa Hall

19 Official Court Reporter

20 Certification Number: 2725

21 Date of expiration: 12-31-2012

22 405 MLK, #8, Georgetown, Texas 78626

23 Phone: (512) 943-1280

24

25