

SUE FIRST & ASK QUESTIONS LATER!

A Pew Mortgage Investigations Report On the Predatory Servicing Practice of False & Forged Signatures Employed by Ocwen & Others



Pew Mortgage Investigations

**3334 Peachtree Road, Suite 207
Atlanta, Georgia 30326
404/957-2710**

Executive Summary

This report focuses on the fraudulent actions of one individual and company based in West Palm Beach, Florida called Ocwen Financial Corporation.

The primary author of this report, Nye Lavallo, is a consumer and investor advocate who is a shareholder in Ocwen and has brought his concerns to the attention of the CEO, President, and board members of Ocwen during his attendance at board meetings and in communication with executives and board members of Ocwen.

Mr. Lavallo has spent over 25,000 hours and \$500,000.00 investigating and exposing various abuses, crimes, and frauds in the mortgage servicing and secondary mortgage markets. His reports, allegations, and accusations have led to billion dollar write-downs, executive firings, regulatory investigations, independent counsel investigations, and even the shut down of foreclosures in various jurisdictions and changes in the default and foreclosure practices of Fannie Mae, Freddie Mac, MERS, and major lenders in the mortgage market.

This report focuses on a simple fraud, first identified by Mr. Lavallo in the mid nineties and reported in his *Predbear* and *Americans Against Mortgage Abuse* reports released in 1999.

<http://www.msfraud.org/Articles/predbear.pdf> (*PredBear Report*)

<http://www.moneyfiles.org/AAMAR.pdf> (*AAMA 21st Century Loan Sharks Report*)

In these reports, Mr. Lavallo claims that special servicers, such as Ocwen, employ fraudulent affidavits and methods to assign promissory notes and conceal wrongdoing by prior servicers and lenders.

The motives and origins of these practices trail back to the Savings and Loan crisis of the late eighties and early nineties and the Federal government's creation of the Resolution Trust Corporation ("RTC").

Special servicing entities such as Ocwen were formed and expanded to liquidate problematic loan portfolios, loans, and properties obtained by the government and the RTC.

The majority of loans and properties had problematic title, accounting, ownership, and legal issues associated with the criminal and fraudulent acts of the original Savings and Loans that were absorbed by the RTC or taken over by larger S&Ls such as Washington Mutual.

Many failing S&Ls secretly pledged borrower promissory notes they held on their books as collateral to boost their earnings, holdings, and balance sheets so as to stay above the minimum capitalization requirements the government had imposed.

After the massive failures, the original notes, assignments, and evidence of each borrower's debt were oftentimes doctored, lost or in another lender's vault. This caused major problems in the industry that are detailed in this report as well as its exhibits.

EMC Mortgage, Fairbanks Capital, Litton Loan Servicing, and Ocwen trace their origins and the predatory servicing practices employed to their support of the RTC in the early 90s in getting problem loans off the balance sheet of the Federal government while the RTC winked and nodded its approval.

These four specific and notorious special servicers, have been the subject of regulatory actions, class action lawsuits, and multimillion-dollar judgments.

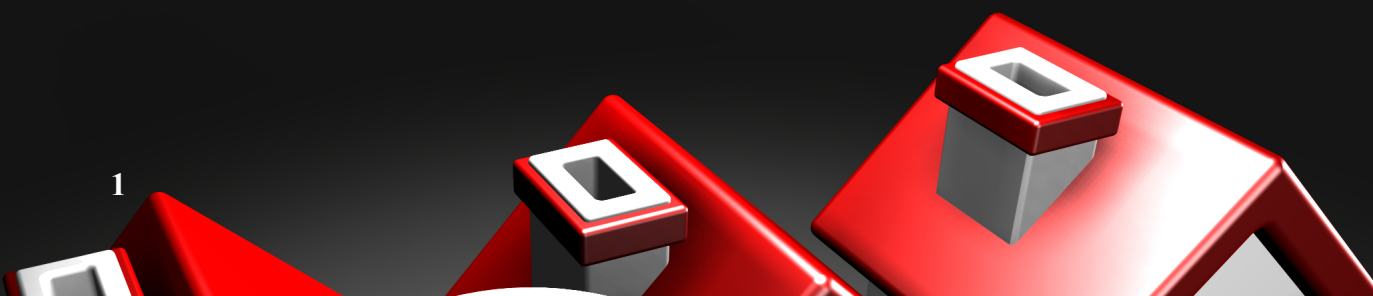
They have honed their craft and predatory schemes over the last two decades in what are commonly termed "foreclosure factories and mills."

One of the many predatory servicing practices developed was the use of known false, fraudulent, and forged affidavits, assignments, and satisfactions of mortgages.

The remainder of this report will focus on one individual, Scott Anderson, for one specific company, Ocwen.

Mr. Anderson and Ocwen's notoriety have increased over the past few months as Judges and the media question how one man and one address could serve so many masters under one roof.

The remainder of this report will explain why and how and provide details into the unscrupulous motives surrounding forged and fraudulent mortgage instruments.



Overview

SUBPRIME DEBACLE

As the subprime debacle spirals out of control, attorneys, regulators, and the media are beginning to scrutinize the practices of the various participants in the secondary mortgage market. Increased attention has been placed on the mortgage servicing practices in recent years as foreclosures double and triple in many markets and homeowners lose their homes and life savings.

Most recently, Federal and state judges in Ohio, Florida, New York, Colorado, and New Jersey have put a stop to foreclosures in their jurisdictions when they have found that the named plaintiffs who claimed to own the borrower's loan could not support their claims. However, the vast amount of so-called "deficient" pleadings do not tell the real story of the massive mortgage servicing fraud and corruption that has been employed by special servicers, default servicers, default outsourcing sub-servicers and the foreclosure bar since the early 90s.

The real story lies behind the opaque veil that Wall Street calls securitization. The securitization process creates system and industry-wide practices that are designed to monetize digital assets that are sold, bartered, traded, and transferred at the touch of a finger. The billions of assets that move at light-speed have not kept up with existing law and regulations.

Wall Street investment banks and hedge funds in their desire to "create" big and fast "paper profits" have played loose with the rules and the books used to account for this new millennium financing! Very few individuals, and certainly not the average borrower, understand the mechanisms of the securitization of their mortgages and promissory notes. Few, if any, know who really is their lender and how they could go about seeking the return of the promissory note they signed stamped cancelled and paid in full when they pay off or refinance their mortgage.

Americans, as well as judges across the nation, are just waking up to the fact that the perceived lender is in reality simply a well-oiled debt and payment collector called a mortgage servicer. This entity is not their lender or the owner of their debt obligation that is evidenced by the promissory note they originally executed.

In today's financial markets, promissory notes and the rights to collect on those notes called "servicing rights" are traded as easily as baseball cards with little public record, scrutiny, or transparency. Many financial institutions, to conceal the massive financial engineering schemes devised by Wall Street banks and mortgage companies to skirt state and Federal regulation, have created the opposite of transparency.

The Subprime Debacle has affected many Americans and caused a 200% to 500% increase in foreclosure in certain states and counties. This report is one of several reports prepared by the authors highlighting the predatory abuses taking place in the sales, marketing, and foreclosures of home mortgages!





Overview...

An Opaque Veil

The creation of Mortgage Electronic Registration Systems ("MERS") has further hindered market transparency by establishing an opaque veil to conceal the ownership of a borrower's mortgage debt obligation and the actual lender to whom the borrower is indebted to.

While the stated motives of MERS was to reduce recording costs for each transfer, one of the primary and concealed motives for the creation and use of MERS was articulated in a written article by leading foreclosure bar attorney, Alan Steven Wolf of The Wolf Firm.

The article titled "What to do when the Chain Breaks" and subtitled "In The Future, MERS Will Help; Now, There's An Internet Database" appeared in the February 1997 issue of Servicing Management. Mr. Wolf's article is attached as Exhibit A to this report and may also be viewed at:

<http://www.wolffirm.com/publications/19.htm>

In the article, Mr. Wolf describes what is known widely in the industry as the "missing assignment" problem.

This "problem" can make the note and mortgage a legal nullity in most states, and render foreclosure of properties useless.

Skilled defense lawyers in the S&L crisis battled the banks and RTC by showing that there were breaks in the chain of title to the loans making the loans uncollectible.

Industry estimates suggest that over 90% of mortgage loans in the past decade were securitized. Missing assignments pose a major quagmire for servicers, trustees, and investors in the current rush of foreclosures. The proper chain of title and legal right to foreclosure are becoming a first-line defense in foreclosure actions and even an offensive action in quiet title claims.

History is replete with banks and lending institutions blinded by a culture of greed that manipulated their income and stock value via aggressive accounting methods, lax underwriting standards, and ignorance of laws and regulations. Missing assignments are a result of multi-pledging and use of the same collateral, the mortgage loan, to pool into securities or pledge for other financing.

In bankruptcy and government takeovers of financial institutions, missing collateral is a major obstacle for trustees and regulators to overcome. The missing assignment problem, Mr. Wolf speaks of, is an extension of not carelessness or sloppiness as many have claimed, but of overt acts of fraud.

Skilled attorneys and forensic accounting experts could expose this fraud and as such, the effects and implications are more far reaching than a borrower, simply having their debt extinguished. Debt extinguishment or dismissal of foreclosure actions could be obtained if it can be shown that the entity filing the foreclosure:

- Does not own the note;
- Made false representations to the court in pleadings;
- Does not have proper authority to foreclose;
- Does not have possession of the note; and/or
- All indispensable parties (the actual owners) are not before the court or represented in the pending foreclosure action.

To circumvent these issues, mortgage servicers and the secondary market have created and maintained a number of practices and procedures. MERS was briefly discussed and will be the sole subject of a major fraud report in the future.

Another common trade practice is to create pre-dated, backdated, and fraudulent assignments of mortgages and endorsements before or after the fact to support the allegations being made by the foreclosing party. Foreclosing parties are most often the servicer or MERS acting on the servicer's behalf, not the owners of the actual promissory note. Often, they assist in concealing known frauds and abuses by originators, prior servicers, and mortgage brokers from both the borrowers and investors by the utilization of concealing the true chain of ownership of a borrower's loan.

Overview...

Falsifying Assignment of Mortgages & Affidavits

We used quotes from the MERS Florida foreclosure procedures* to illustrate how the industry intentionally conceals the true ownership of a borrower's promissory note.

**This is evidenced by observing the foreclosure policies of MERS located at <http://www.mersinc.org/Foreclosures/index.aspx> that describes many "industry-wide" standards.*

*"The agencies (Fannie Mae, Freddie Mac and Ginnie Mae) **require a blank endorsement of the promissory note** when the seller/servicer sells a mortgage loan to them. Therefore, the note should remain endorsed in blank when the foreclosure is commenced unless it is legally required to be endorsed to the foreclosing entity and not just the preferred method. **If it is required to endorse the promissory note to the foreclosing entity, then the note may need to be endorsed to MERS.** However, we have not found it a requirement in Florida that the Note needs to be endorsed to the foreclosing entity."*



*"Even though the servicer has physical custody of the note, **custom in the mortgage industry is that the investor (Fannie Mae, Freddie Mac, Ginnie Mae or a private investor) owns the beneficial rights to the promissory note.**"*

*"If the promissory note is endorsed in blank and the servicer has physical custody of the note, the servicer will technically be the note holder as well as the record mortgage holder. By virtue of having the servicer's employees be certifying officers of MERS, **there can be an in-house transfer of possession of the note** so that MERS is considered the note holder for purposes of foreclosing the loan."*

Yet, the following paragraph is the most important paragraph for this report in that it shows the industry's standard operating procedures and policies

*"**Employees of the servicer will be certifying officers of MERS. This means they are authorized to sign any necessary documents as an officer of MERS.** The certifying officer is granted this power by a corporate resolution from MERS. In other words, the same individual that signs the documents for the servicer will continue to sign the documents, but now as an officer of MERS."*

These "industry-wide" policies, practices, and procedures have drawn the recent attention and ire of judges across the nation and reports in major publications such as the Wall St. Journal and New York Times. Such stories are attached as Exhibit B to this report.



Overview...

Increased Judicial Scrutiny

One New York State judge, Arthur Schack has been thorough, meticulous, just, and articulate with rulings and orders that schematically detail his suspicion of abuses and frauds. Due to the nature of our judicial system, it is often difficult for judges to accuse lawyers practicing in front of their courts of fraud and abuse.

Yet, the Gordon and Logan MERS' decisions in Florida followed by Ohio Federal judge Boyco's decision that resulted in the dismissal of dozens of foreclosures in the Ohio Federal Court have led to an avalanche that is cascading across the foreclosure landscape of America.

Judge Schack and others have confirmed one of Mr. Lavalle's foreclosure scams he uncovered in the 90s by finding that servicers and lenders were "backdating" mortgages and assignments to support their false pleadings. However, these assignments, as will be detailed below and shown in exhibits to this report, show a pattern of deception, forgery, and even fraud.

Paramount to this report are the actions of Scott Anderson and his employer, Ocwen Financial. Ocwen has been sued in various courts around the nation for a plethora of predatory servicing abuses and has been sued for fraudulent affidavits and assignments of mortgages.

Mr. Lavalle has reviewed over 10,000 assignments of mortgages, powers of attorneys, affidavits, and satisfaction of liens in public records across the nation. His findings illustrate:

1. That servicers, default servicing outsourcers and their lawyers are forging documents with "squiggle marks" that are not the marks or signatures of the actual officer that is notarized to be the signatory;
2. Squiggle marks with "initials only" are designed so that anyone can sign an officer's or vice president's signature, instead of the signatory;
3. Dozens of variations of a squiggle mark that are consistently different than several or a dozen other squiggle marks of the same signatory, notary, and/or witness to the document;
4. Squiggle marks and full signatures that are diametrically opposed to the known signature of the signatory;
5. The same "officer" or "vice president" of a bank or lender being an officer and/or vice president for dozens of other banks and lenders;
6. The same "officer" or "vice president" of a bank or lender signing and being located in various cities across the United States;
7. The named "officer" or "vice president" of a bank or lender being a notary public or witness on other identical assignments, affidavits, and satisfactions;
8. Pre-stamped assignments and notary signatures on assignments, affidavits and proof of claims;
9. Second page notarizations that are attached to documents that do not conform in type and style to the first page of the document;
10. Automated signatures on computer of "both" the notary and the signatory; and
11. Backdating of dates on assignments and signatures of officers dating years after a company has been out of business or gone bankrupt.



Overview...

New York Judge Schack Decisions

Of particular importance to this report are the actions of Ocwen in relationship to the findings stated above. Judge Schack in New York appears to have identified these scams and actions as well. In one ruling, Judge Schack wrote:

"The Court ponders if Suite 100 is the size of Madison Square Garden to house all of these financial behemoths or if there is a more nefarious reason for this corporate togetherness," he wrote, adding that HSBC would have to write an affidavit explaining the popularity of suite 100."

The reference to the location is actually Ocwen's headquarters in West Palm Beach, Florida that Mr. Lavalley has visited and spoken to Ocwen executives and board members about these and other scams and frauds he had identified.

On Jan. 30, 2008 in the Supreme Court, Kings County, New York in the case no. 15968/07 styled: HSBC BANK USA, N.A., as Indenture Trustee for the Registered Noteholders of Renaissance Home Equity Loan Trust 2005-3, Renaissance Home Equity Loan Asset-Backed Notes, Series 2005-3,, Plaintiff, vs. Candida VALENTIN, Candide Ruiz, et. al., Defendants Judge Schack made the following observation in his ruling:

"Additionally, plaintiff HSBC must address a third matter if it renews its application for an order of reference. As noted above, Scott Anderson, as Vice President of MERS, assigned the instant mortgage to HSBC on May 1, 2007. Doris Chapman, the Notary Public, stated that on May 1, 2007, "personally appeared Scott Anderson, of 1661 Worthington Road, Suite 100, West Palm Beach, Florida 33409." In HSBC Bank, N.A. v. Cherry, at 3, I observed that:

Scott Anderson, in his affidavit, executed on June 15, 2007, states he is Vice President of OCWEN. Yet, the same Scott Anderson as Vice President of MERS signs the June 13, 2007 assignment from MERS to HSBC. Did Mr. Anderson change his employer between June 13, 2007 and June 15, 2007. The Court is concerned that there may be fraud on the part of HSBC, or at least malfeasance. Before granting an application for an order of reference, the Court requires an affidavit from Mr. Anderson describing his employment history for the past three years.

Lastly, the court notes that Scott Anderson, in the MERS to HSBC assignment gave his address as Suite 100. This is also the address listed for HSBC in the assignment. In a foreclosure action that I decided on May 11, 2007 (Deutsche Bank Nat. Trust Company v. Castellanos, 15 Misc.3d 1134[A]), Deutsche Bank assigned the mortgage to MTGLQ Investors, L.P. I noted, at 4-5, that MTGLQ Investors, L.P.:"

On April 25, 2008 in the Supreme Court, Kings County, New York in the case no. 39192/07 styled: DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR THE CERTIFICATE HOLDERS OF SOUNDVIEW HOME LOAN TRUST 2006 OPT2, ASSET-BACKED) CERTIFICATES, SERIES 2006-OPT2, Plaintiff, versus ELAINE GRANT, OPTION ONE MORTGAGE, CORPORATION, et. al., Defendants, Judge Schack made the following observation in his ruling:

"However, my subsequent decision, HSBC Bank N.A. v Cherry, 18 Misc 3d 1 102 (A), issued on December 17, 2007, observed that Scott Anderson, on June 13,2007, as Vice President of Mortgage Electronic Registration Systems, Inc. (MERS) assigned a mortgage and note to HSBC Bank, N.A., as Trustee for various collateralized debt obligations. Mr. Anderson's assignment lists 1661 Worthington Road, Suite 100, West Palm Beach, Florida 33409 (Suite 100), as MERS address. The assignment also lists Suite 100 as the "affidavit of merit" as "Senior Vice President of Residential Servicing for Ocwen Federal Bank, FSB, servicing agent of HSBC Bank, N.A."






Suspected Ocwen Forgeries

As illustrated in the following examples, Scott Anderson of Ocwen seems to be an officer and signatory for a multitude of servicers, trustees, and lenders and has signed as an agent for others (permissible) and as a direct officer for others (must be scrutinized). Signatures of witnesses shown are also problematic.

While Ocwen may attempt to explain Mr. Anderson's roles via various agreements and authorizations of others, what cannot be easily explained away are the many gestations of Mr. Anderson's signature or marks on the documents being submitted to courts across America. Mr. Anderson's alleged marks and signatures under the witness and notarization of his name and title on affidavits, assignments of mortgages, and satisfaction of mortgages filed in court and public records are suspect at best, and most likely intentional forgeries.

One does not need to be a handwriting expert to examine the following marks that are detailed examples in Exhibit C of what we presume to be forgeries of Mr. Anderson's signature and/or mark in official court and public records:

By: 
Name: Scott Anderson
Title: Sr. Vice President

WellsHannaAndersonForgery2.pdf

By: 
Scott Anderson

Andersonnv_997-16889481_img.pdf

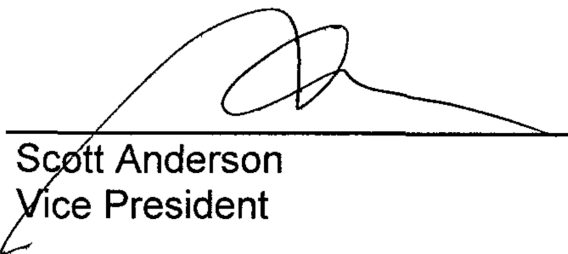
By: 
Name: Scott Anderson

Andersonnv_521_16242187_img.pdf

**MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC. ACTING SOLELY AS NOMINEE FO
FIRST NLC FINANCIAL SERVICES, LLC.**

By: 
Name: Scott Anderson

OcwenAnderson.pdf

By: 
Name: Scott Anderson
Title: Vice President

OcwenAnderson2.pdf



Michael Hanna

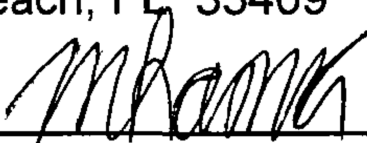
OcwenAnderson2.pdf



MICHAEL HANNA
1661 Worthington Road, Suite 1


Andersonnv_301-16926961_img.pdf

vv. Palm Beach, FL 33409



Michael Hanna
1661 Worthington Road, Suite 1

WellsHannaAndersonForgery2.pdf



Michael Hanna
1675 Palm Beac

Andersonnv_521_16242187_img.pdf

Signed, sealed and delivered in



Nancy Eller
1661 Worthington Road, Suite

WellsHannaAndersonForgery2.pdf


NANCY ELLER
1661 Worthington Road Sui

Andersonnv_301-16926961_img.pdf

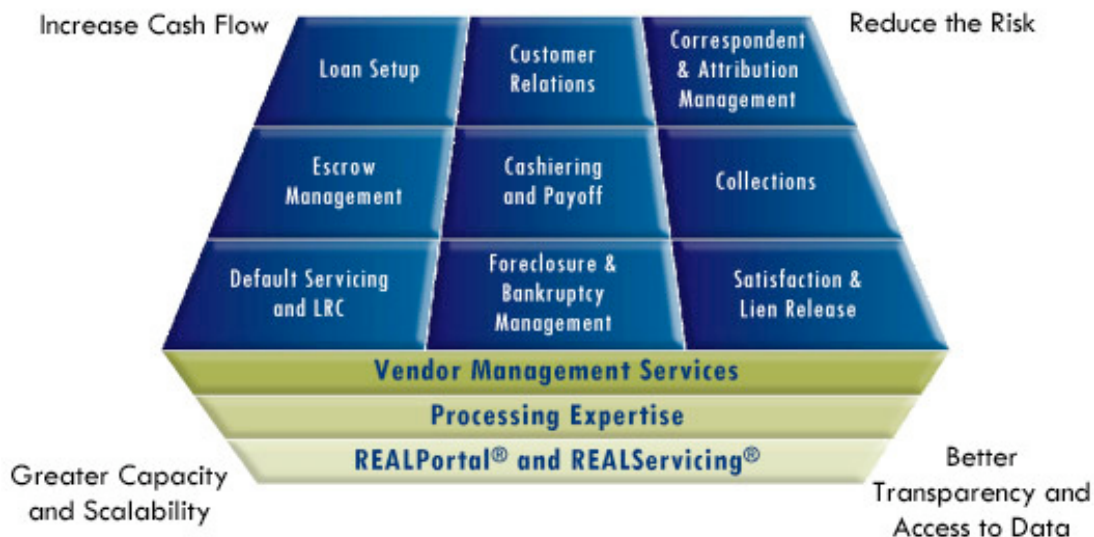
Suspected Ocwen Forgeries...

Mr. John Klotz, an attorney practicing election law in New York who has represented the likes of Ted Kennedy and Pat Buchanan, is very familiar with handwriting analysis and the validation of signatures on ballot petitions. He has scrutinized the marks and signatures and consents with Mr. Lavalley's opinion that they were not made by the same person. April Charney, a prominent foreclosure attorney in legal aid in Jacksonville, Florida also finds the various gestations of Anderson's signature suspect in comparison to documents Anderson has allegedly executed in cases before her.

While Ocwen's actions may or may not be authorized by power of attorneys as shown in Exhibit D, such agreements do not allow for misrepresentations, fraud, or forgery on each party's behalf. The powers of attorney seem to reference several trustees and servicers, but they do not reference the specific trusts and pools such authorizations are for. In addition, Mr. Anderson often signs as an officer of a company as well as an agent or attorney-in-fact. Such distinctions are important in executing these important legal documents and for courts and opponents to clearly understand who not only has the right to sue, but collect on the debts of borrowers.

At Ocwen's business website, they advertise the "best loss mitigation in the industry" as illustrated by the below chart. The chart below also shows how clients Ocwen subservices or services can increase cash flow, reduce risk, have greater capacity and better transparency. This seems to be a direct contradiction to the decisions of Judge Schack or as Judge Schack alludes to, a great deal of nefarious collusion between Ocwen and those, disclosed and undisclosed, it serves.

Benefit from the Best Loss Mitigation in the Industry!





Ocwen Predatory Servicing Practices

The above references only confirm what many advocates and activists have known for years, that Ocwen operates under a culture of predatory servicing practices.

In April 2004, Ocwen Federal Bank, which was based in Fort Lee, N.J., signed a written agreement with the U.S. Office of Thrift Supervision (“OTS”), agreeing to improve its compliance with the Real Estate Settlement Procedures Act, the Fair Debt Collection Practices Act and the Fair Credit Reporting Act. In order to skirt the enforcement of the OTS agreement, Ocwen Federal ceased its operations by a “voluntary dissolution.” In that arrangement, Ocwen Financial sold the bank’s Fort Lee office to Marathon National Bank of Astoria, N.Y., and transferred its assets and liabilities to several other banks.

In 2005, a Galveston, Texas jury awarded a Texas City woman \$11.5 million after finding that Ocwen engaged in a scheme of unfair, unlawful and deceptive business practices in its servicing of her home equity loan. In February 2002, Ms. Davis, 64, took out a \$31,000 home equity loan on the Texas City residence where she had lived for over sixty years. Ocwen acted as the servicing agent on the loan unlawfully foreclosed on Ms. Davis’ home.

The circumstance surrounding the foreclosure and other similar patterns should shed light to not only the lack of compassion of such a servicer, but to highly aggressive and predatory techniques that would be an indicia of a culture of greed and corruption. In 2003, Ms. Davis became ill and spent four days in the hospital, which forced her to miss one loan payment. Ocwen informed her it would put her on a payment plan, but never did. Ocwen also failed to credit Ms. Davis for the money she did paid, and began to foreclose on her house while continuing to assure her she was on a payment plan.

Ocwen then foreclosed on Ms. Davis’ home, and she filed for Chapter 13 bankruptcy in the hopes of ending Ocwen’s harassment and saving her home of sixty years! In the bankruptcy, Ocwen requested an additional \$390 to cover its costs and fees related to the default she already cured in prior payments.

At trial, a former Ocwen employee testified to the company’s unfair practices, including paying incentives to its loan collectors for moving properties with equity into foreclosure. Evidence also showed that the company engaged in predatory servicing by not informing borrowers of how to make their loans current and failing to give credit for payments on the dates they were made. In a 10-2 vote, the jury found that Ocwen knowingly and intentionally deceived Ms. Davis, and awarded her \$10 million in punitive damages and \$1.15 million in attorneys fees.

In another similar Ocwen case in Corpus Christi, the same law firm obtained another million-plus verdict against Ocwen. In *Guzman v Ocwen*, in a Corpus Christi County Court, the jury awarded over 3 Million Dollars and found that Ocwen acted with “malice” in their conduct supported by testimony adduced by two witnesses, both of which were former employees of Ocwen.

One employee was a PhD Internet Technologist specializing in Sarbanes-Oxley Compliance Assessments. The second employee was a former foreclosure specialist who quit after his conscience got the better of him - after nearly seven years of making 7-10 thousand dollars per month manufacturing foreclosures against innocent victims of Ocwen.

The evidence presented included making up numbers for payoffs with the numbers dreamed up so high that they insured a foreclosure posture instead of payoff, forgery of forbearance agreements, and testimony from two employees saying that the business of Ocwen is to create foreclosures by any means. It was reported that another companion suit, that involved a deceased individual and her estate in San Antonio, was settled out of court 15 minutes after *Guzman* was voir dired before the court, but before his testimony was restated before a jury. It seems that Ocwen simply did not want to face another Texas jury a second time in the same month.



Conclusion

One would think that Ocwen, after receiving several warning shots across its bow, would clean up its act and corporate culture. Instead, even after multi-million jury awards, shareholder warnings such as Mr. Lavallo's, and court rulings such as Judge Schack's, Ocwen continues its tack of sailing aggressively and even arrogantly into the winds of the subprime marketplace.

Yet, the Internet and court dockets are replete with stories of predatory servicing abuse, forgery, and fraud. Allegations by former and current employees include the intentional destruction of information and document forgery.

The allegations of document forgery, first posed by Mr. Lavallo against the special servicers in the late nineties, now seem to be taking on force as more judges and juries are exposed to the tactics of Ocwen and others it colludes with. Each of you reading this report and the changing winds of justice will ultimately dictate the course that Ocwen and companies such as MERS, Wells Fargo, Countrywide, Chase, EMC Mortgage, SPS, Litton Loan and others will sail in a new era of media scrutiny and government regulation.

Nye Lavallo
Pew Mortgage Investigations
3334 Peachtree Road, Suite 207
Atlanta, Georgia 30326
404/957-2710

© 2008 Nye Lavallo

Permission to quote and source is hereby granted with proper attribution to author.