

Kahn was unable to identify who held the Olsak Note, he testified, in conclusory fashion, that the Trust was not the holder of the Olsak Note.

After allowing for post-trial submittals by the parties, and relying exclusively on Kahn's testimony, the trial court entered the final judgment on appeal concluding that the Trust "[n]ever acquired any interest in either the Note or the mortgage" and, therefore, never acquired standing to institute the action. Citibank timely appealed.

II. Standard of Review

[HN1] Generally, the determination of whether a plaintiff has standing is a legal issue subject to de novo appellate review. *Reynolds v. Nationstar Loan Servs., LLC*, 190 So. 3d 219, 221 (Fla. 4th DCA 2016). To the extent that the trial court's standing determination involves factual findings, we uphold such findings only if supported by competent, substantial evidence. *Verneret v. Foreclosure Advisors, LLC*, 45 So. 3d 889, 891 (Fla. 3d DCA 2010).

III. Analysis

[HN2] To have standing, a plaintiff who is not the promissory note's original payee must have possession of the note at the inception of the foreclosure case. This plaintiff also must provide the trial court with either an assignment in favor of the plaintiff or a note that **[**4]** bears either an endorsement in blank or a special endorsement in favor of the plaintiff. See *McLean v. JP Morgan Chase Bank Nat'l Ass'n*, 79 So. 3d 170, 173 (Fla. 4th DCA 2012); see also § 673.3011, Fla. Stat. (2016) (stating that a "person entitled to enforce" an instrument includes "[t]he holder of the instrument"); *Wells Fargo Bank, N.A. v. Morcom*, 125 So. 3d 320, 321-22 (Fla. 5th DCA 2013). While the Trust had possession of the Olsak Note bearing a blank endorsement, the trial court nonetheless determined that the Trust never acquired any interest in the Olsak Note. The record reflects that the trial court's conclusion was based exclusively on Kahn's testimony.

Specifically, Kahn opined that: (i) the terms of the Trust documents required all notes held by the Trust to contain specific endorsement language not contained on the endorsed Olsak Note; (ii) the language of the 2006 mortgage assignment did not comport with the requirements of the Trust documents; (iii) Wells Fargo's purported endorsement of the Olsak Note as attorney-in-fact for Orion Bank was invalid because Kahn had not located a recorded power of attorney document in which Orion Bank had appointed Wells Fargo as its attorney-in-fact; and (iv) the alleged infirmities regarding the Olsak Note's endorsements and 2006 mortgage assignment violated IRS rules governing REMICs.

At the outset, it bears noting **[**5]** that [HN3] witnesses, even witnesses qualified as experts, generally are precluded from providing testimony in the form of legal conclusions. See *Palm Beach Cty. v. Town of Palm Beach*, 426 So. 2d 1063, 1070 (Fla. 4th DCA 1983) ("Regardless of the expertise of the witness, generally, and his familiarity with legal concepts relating to his specific field of expertise, it is not the function of the expert witness to draw legal conclusions. That determination is reserved to the trial court."). Opinion testimony of experts amounting to conclusions of law are inadmissible because the determination of such questions is exclusively within the court's province. *Thunderreal Corp. v. Sterling*, 368 So. 2d 923, 928 (Fla. 1st DCA 1979) (internal quotations and

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