

Exhibit 1

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

In the matter of the application of

THE BANK OF NEW YORK MELLON (as Trustee under various Pooling and Servicing Agreements and Indenture Trustee under various Indentures), *et al.*,

Petitioners,

-against-

WALNUT PLACE LLC, *et al.*,

Intervenor-Respondents

Index No. 651786/2011

Assigned to: Kapnick, J.

**SUBPOENA DUCES
TECUM (pursuant to
CPLR 3120(1)(i))**

TO: Custodian of Records
EmphaSys Technologies, Inc.
261 Old York Rd.
Jenkintown, PA 19046

PURSUANT TO CPLR 3120(1)(i), YOU ARE HEREBY COMMANDED to produce and permit inspection and copying of records, documents, or objects requested in **Exhibit A**, which is attached hereto, at the offices of Miller & Wrubel, 570 Lexington Avenue, New York, New York 10022 on or before November 14, 2012.

YOU ARE FURTHER COMMANDED to produce a privilege log, if necessary and appropriate, of any documents you withhold from this subpoena at the above-referenced date and place. Each document entry on the privilege log must provide the following information: (1) the type of document; (2) the general subject matter of the document; (3) the date of the document; (4) such other information as is sufficient to identify the document for a subpoena duces tecum; and (5) the legal ground for withholding the document.

The undersigned parties are issuing this subpoena because you are in possession of documents relevant to the above-captioned matter which cannot be acquired from parties to this action.¹

PLEASE TAKE NOTICE that pursuant to CPLR 2308(b), false swearing or failure to comply with this subpoena is punishable as a contempt of court and shall make you liable to the person on whose behalf this subpoena was issued for a penalty not to exceed fifty dollars and all damages sustained by reason of your failure to comply.

¹ The Steering Committee submits this Subpoena Duces Tecum on EmphaSys Technologies, Inc. on behalf of all Respondents except: the Delaware Department of Justice; the New York State Office of the Attorney General; the Federal Housing Finance Agency; the National Credit Union Administration Board; the Maine State Retirement System; Pension Trust Fund for Operating Engineers; Vermont Pension Investment Committee; the Washington State Plumbing and Pipefitting Pension Trust; the Knights of Columbus and the other clients represented by Talcott Franklin P.C.; Cranberry Park LLC; Cranberry Park II LLC; and Good Hill Partners LP.

DATED: October 24, 2012

REILLY POZNER LLP



By: _____

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EXHIBIT A

DEFINITIONS

1. “You” or “Your” means EmphaSys Technologies, Inc., and its successors and assigns, including its officers, employees, attorneys, agents, and/or any person or entity acting on its behalf.

2. “Bank of New York Mellon” means The Bank of New York Mellon Corporation and its successors and assigns, including its officers, employees, attorneys, agents, and/or any person or entity acting on its behalf.

3. “Bank of America” means Bank of America Corporation and BAC Home Loans Servicing, LP and each of their successors and assigns, including each of their officers, employees, attorneys, agents, and/or any person or entity acting on their behalf.

4. “Inside Institutional Investor” means each of: BlackRock Financial Management Inc.; Kore Advisors, L.P.; Maiden Lane, LLC; Metropolitan Life Insurance Company; Trust Company of the West and affiliated companies controlled by The TCW Group, Inc.; Neuberger Berman Europe Limited; Pacific Investment Management Company LLC; Goldman Sachs Asset Management, L.P.; Teachers Insurance and Annuity Association of America; Invesco Advisors, Inc.; Thrivent Financial for Lutherans; Landesbank Baden-Wuerttemberg; LBBW Asset Management (Ireland) plc, Dublin; ING Bank fsb; ING Capital LLC; ING Investment Management LLC; Nationwide Mutual Insurance Company and its affiliated companies; AEGON USA Investment Management LLC, authorized signatory for Transamerica Life Insurance Company, AEGON Financial Assurance Ireland Limited, Transamerica Life International (Bermuda) Ltd., Monumental Life Insurance Company, Transamerica Advisors Life Insurance Company, AEGON Global Institutional Markets, plc, LIICA Re II, Inc., Pine

Falls Re, Inc., Transamerica Financial Life Insurance Company, Stonebridge Life Insurance Company, and Western Reserve Life Assurance Co. of Ohio; Federal Home Loan Bank of Atlanta; Bayerische Landesbank; Prudential Investment Management Inc.; and Western Asset Management Company and each of their successors and assigns, including each of their officers, employees, attorneys, agents, and/or any person or entity acting on their behalf.

5. “Concerning” means referring to, relating to, describing, offering evidence of, containing or constituting.

6. “Document” is defined in the broadest possible sense permissible under applicable laws and/or the CPLR, and shall include, but not be limited to, any type of written, typewritten, printed, recorded, computer generated or graphic materials, however produced or stored, calendars, charges, checks, computer files, e-mails, facsimile transmissions, graphs, journals, letters, memoranda, notes, projections, spreadsheets, summaries or records of telephone or in person communications, voice-mail and all other media of electronic storage and communication. A draft or non-identical copy or copy with marginalia, notes, comments, or annotations of any kind is a separate document within the meaning of this term.

7. “Settlement Agreement” means the settlement agreement among BNYM, Bank of America Corporation, BAC Home Loans Servicing, LP, Countrywide Financial Corporation and Countrywide Home Loans, Inc., dated June 28, 2011, which is the subject of the above-captioned proceeding.

8. “Engagement” means any work performed in connection with the Settlement Agreement and/or the above-captioned matter, including, for example, any written or oral opinion, suggestion, proposal, plan, recommendation, or action.

9. The terms “and” and “or” mean and/or and shall be construed either disjunctively or conjunctively as necessary to bring within the scope of this discovery request all responses

that might otherwise be construed to be outside of its scope.

INSTRUCTIONS

1. In responding to this subpoena, please set forth the language of each request immediately prior to the response given for that request.

2. Your written responses to these requests should respond separately to each numbered demand for production below by: (1) providing a statement that You have complied (inclusive of Bates ranges) or will comply with the particular demand; or (2) providing a statement that You lack the ability to comply with the particular demand; or (3) providing any objection to the particular demand.

3. If your response to a particular demand is that You will comply with the demand, You should state in Your response whether the production will be allowed in whole or in part, and You should state that all documents or things in the demanded category that are in Your possession, custody or control, and to which no objection is being made, will be included in the production.

4. If Your response to a particular demand is a statement that You lack the ability to comply with that demand, You should affirm in your response that a diligent search and a reasonable inquiry have been made in an effort to comply with that demand. This statement should also specify whether the inability to comply is because the particular item or category never existed, has been destroyed, has been lost, misplaced, or stolen, or has never been, or is no longer in Your possession, custody, or control, in which case the name and address of any person or entity known or believed by You to have possession, custody or control of that document or category of documents should be identified.

5. If You object to a request for production contained herein, state the basis for Your objection with particularity. If You object to part of a request for production contained herein,

specify the part to which You object and the basis for Your objection with particularity, and answer the unobjectionable part of the request.

6. In producing any Documents requested herein, please furnish all Documents in Your possession, custody, or control. "Possession, custody, or control" refers to all Documents, data compilations, tangible things, and other information obtainable by Your order or direction, including those You have access to through others from whom You are entitled to receive the information, such as accountants, attorneys, consultants, investigators and any of Your other agents, representatives, servants, or employees, or others engaged in any joint enterprise or partnership with You.

7. Every Document produced in response to the requests herein shall be produced in its entirety, without abbreviation, and shall include all attachments and matters affixed thereto, along with any and all drafts of the Document.

8. If any document responsive to any of these requests was, but is no longer, in Your possession or subject to Your custody or control, state whether it is (a) missing or lost, (b) has been destroyed, (c) has been transferred, voluntarily or involuntarily to others, or (d) has been otherwise disposed of, and in each instance explain the circumstances surrounding such disposition thereof and state the date or approximate date thereof.

9. These requests for production are deemed continuing. If any information or documents sought by the requests are not learned about, or do not become available until after the requests are answered, or if the answers for any reason should later become incomplete or incorrect, there shall be a continuing duty on Your part to supplement or change answers previously submitted pursuant to CPLR 3101(h).

10. Documents shall be produced as they are kept in the usual course of business or the documents shall be organized and labeled to correspond to the categories in these requests. In the case of documents that were already produced pursuant to federal, state, local government, or administrative requests, investigations, or subpoenas, those documents should be produced in the same manner as they were previously produced by You.

11. Documents shall be produced in such fashion as to identify the department, branch or office in whose possession it was located and, where applicable, the natural person in whose possession it was found and the business address of each document's custodian(s).

12. You are required to produce the original of each document requested together with all non-identical copies and drafts of each document. If the original of any document cannot be located and/or produced, provide a copy in lieu thereof, which shall be legible and bound or stapled in the same manner as the original, and produce all other non-identical copies that differ from the original and from the other copies produced for any reason, including without limitation, the making of notes thereon.

13. Documents attached to each other in their original form should not be separated when produced. Any attachments to email messages should be produced with, and linked to, the attaching email.

14. All documents shall be Bates stamped and include the following metadata (to the extent applicable):

- a. Document Date:
- b. Document Created Date:
- c. Document Modified Dates:
- d. Time Sent:
- e. To:
- f. From:
- g. Cc:
- h. Bcc:
- i. Subject
- j. Filename

- k. Doctype
- l. Beg Bates
- m. End Bates

15. All spreadsheets, including, without limitation, documents produced using Microsoft Excel, shall be produced in native format.

16. Documents not otherwise responsive to these requests shall be produced if such documents mention, discuss, refer to, or explain the Documents that are called for by these requests, or if such documents are attached to documents called for by the requests and constitute routing slips, transmittal memoranda or letters, comments, evaluations or similar materials.

DOCUMENT REQUESTS

1. All Documents or communications exchanged between You, on the one hand, and Bank of New York Mellon, the Inside Institutional Investors, and/or Bank of America, on the other hand.

2. All facts, data, or other Documents considered by You during the course of the Engagement.

3. All Documents and/or files kept by You concerning the Engagement, including but not limited to, hand-written notes and draft documents.

4. All Documents and/or files kept by You concerning communications between You, on the one hand, and Bank of New York Mellon, the Inside Institutional Investors, and/or Bank of America, on the other hand, including but not limited to hand-written notes.

5. All Documents concerning Your time records, invoices, and evidence of payment received for any work done in connection with or concerning the Engagement.