

Exhibit 5

MAYER • BROWN

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October 16, 2012

VIA ELECTRONIC MAIL

TO: COUNSEL OF RECORD FOR INTERVENOR-
RESPONDENTS AND OBJECTORS

Re: *In re the Application of The Bank of New York
Mellon* (Index No. 6517876-2011)

Dear Counsel:

Pursuant to Paragraph 2(c) of the protective order signed by the parties and so ordered by Justice Kapnick on June 14, 2012 (the "Protective Order"), The Bank of New York Mellon designates the following portions of the deposition of Loretta Lundberg as "Confidential," as defined in the Protective Order:

October 2, 2012 Transcript Page/Line Designation	October 3, 2012 Transcript Page/Line Designation
10:22-14:3	274:11-276:12
18:13-24:7	282:16-316:3
33:3-36:14	321:7-328:22
38:14-46:5	334:4-335:24
48:19-50:15	389:12-411:24
56:20-64:24	441:24-446:12
65:18-78:4	449:6-452:17
96:10-99:21	459:2-476:8
107:13-108:8	486:19-513:11
109:14-110:6	

October 16, 2012

Page 2

October 2, 2012 Transcript Page/Line Designation
120:2-125:5
134:10-135:22
147:21-160:3
195:4-223:4

Please feel free to call or email me if you have any questions.

Very truly yours,

Matthew Ingber (DC)

Matthew D. Ingber

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

-----X

In the Matter of the Application of
Index No. 651786/
THE BANK OF NEW YORK MELLON
(As trustee under various Pooling Assigned to Kapnick, J.
and Servicing Agreements and
Indenture Trustee under various
Indentures), et al.,
Petitioners,

for an order, pursuant to C.P.L.R.
Rule 7701, seeking judicial instructions
and approval of a proposed settlement.

-----X

* C O N F I D E N T I A L *

VOLUME I
VIDEOTAPED DEPOSITION
OF
LORETTA A. LUNDBERG
New York, New York
Tuesday, October 2, 2012

Reported by:
ANNETTE ARLEQUIN, CCR, RPR, CCR, CLR
JOB NO. 53620

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October 2, 2012
9:08 a.m.

CONFIDENTIAL videotaped deposition of
LORETTA A. LUNDBERG, VOLUME I, held at the
offices of Quinn Emanuel Urquhart &
Sullivan LLP, 51 Madison Avenue, New York,
New York, pursuant to Notice, before
Annette Arlequin, a Certified Court
Reporter, a Registered Professional
Reporter, a Certified Realtime Reporter, a
Certified LiveNote Reporter, and a Notary
Public of the State of New York.

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APPEARANCES:

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BY: MATTHEW INGBER, ESQ.
CHRISTOPHER HOUP, ESQ.

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APPEARANCES (Cont'd.):

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 6 JOHN M. McHUGH, Reilly Pozner LLP
 7 MARITZA BRASWELL, Reilly Pozner LLP
 8 NANDINI MANI, BNY Mellon, Managing Counsel
 9 MANUEL GARCIA, Legal Video Specialist
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 16 Attorneys for Federal Home Loan for
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 21 BY: THOMAS BERNDT, ESQ.
 22 (Telephonically)
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1 L. Lundberg - Confidential
 2 THE VIDEOGRAPHER: This is the start
 3 of tape labeled No. 1 of the video
 4 deposition of Loretta Lundberg in the
 5 matter of the application of the Bank of
 6 New York Mellon on October 2nd, 2012 at
 7 approximately 9:08 a.m.
 8 My name is Manuel Garcia from TSG
 9 Reporting, Inc. and I am the legal video
 10 specialist.
 11 The court reporter is Annette
 12 Arlequin in association with TSG Reporting.
 13 Counsel are noted on the record.
 14 Court reporter please swear in the
 15 witness.
 16 * * *
 17 LORETTA A. LUNDBERG, called
 18 as a witness, having been duly sworn by a
 19 Notary Public, was examined and testified
 20 as follows:
 21 EXAMINATION BY
 22 MR. REILLY:
 23 Q. Good morning, Ms. Lundberg. We met
 24 off the record. I'm Dan Reilly.
 25 If you would, would you tell the

1 L. Lundberg - Confidential
 2 question of the cost of litigation?
 3 MR. INGBER: Objection.
 4 Mischaracterizes the witness' testimony.
 5 A. RRMS helped us to evaluate the
 6 potential claims we would have had against the
 7 Bank of America, the probability of, together
 8 with Mr. Adler's expert input, the probability
 9 of pursuing those claims and it was the pieces
 10 together.
 11 Q. What did you understand when you
 12 signed the verified petition in June of 2011 the
 13 potential claims that Bank of New York Mellon
 14 had against Bank of America if they had filed a
 15 lawsuit?
 16 A. A number just over \$11 billion on the
 17 optimistic side.
 18 Q. And what would have been the legal
 19 basis for those claims as best you understand at
 20 the time that you signed the petition?
 21 MR. INGBER: Objection. Calls for a
 22 legal conclusion.
 23 A. My lay understanding was the legal
 24 basis would have been a breach of a rep and
 25 warranty, warranties made by the depositor or

1 L. Lundberg - Confidential
 [Redacted text]

1 L. Lundberg - Confidential
 2 seller.
 3 Q. Those are the rep and warranties in
 4 the Pooling and Servicing Agreement?
 5 A. Yes.
 6 Q. And those would have been brought by
 7 Bank of New York Mellon as a trustee on behalf
 8 of certificate holders in those individual
 9 trusts?
 10 A. That's my lay understanding, yes.
 11 Q. Were you aware of any potential
 12 claims outside the four corners of the Pooling
 13 and Servicing Agreements that Bank of New York
 14 Mellon would be able to bring?
 15 A. No.
 16 Q. You never had any conversations with
 17 anyone separate from counsel within the Bank of
 18 New York Mellon about claims beyond the pooling
 19 and servicing provision claims?
 20 A. Not that I recall, no.

1 L. Lundberg - Confidential
 [Redacted text]

[Redacted text]

[Redacted text]

1 L. Lundberg - Confidential
2 institutional investors to enter into the
3 Settlement Agreement.

4 Q. Have you now told me all the factual
5 investigation that the trustee did in
6 determining that the settlement was something
7 that it would support?

8 A. I believe I've accurately described
9 what the -- the process we went through.

10 Q. What legal investigation did the
11 trustee engage in in order to determine that it
12 would attempt to get court approval of the
13 settlement?

14 A. We consulted --

15 MR. INGBER: Objection to form.

16 Go ahead.

17 A. We consulted with two experts on some
18 legal issues, Professor Gaines and Professor
19 Adler, and those were part of -- factored into
20 our decision on the settlement.

21 Q. Have you told me now the entire legal
22 investigation that the trustee engaged in before
23 submitting the settlement to the court?

24 A. Well, the trustee was also guided by
25 counsel.

1 L. Lundberg - Confidential

2 Q. Counsel meaning Mayer Brown?

3 A. Yes.

4 Q. Did Mayer Brown engage in a legal
5 investigation regarding this matter?

6 MR. INGBER: You can answer the
7 question yes or no, or I don't know or I
8 don't recall, but I wouldn't get into any
9 substance, you cannot get into any
10 substance of communications between
11 yourself and Mayer Brown.

12 A. Yes.

13 Q. What legal investigation did Mayer
14 Brown engage in --

15 MR. INGBER: Privileged and I'll --

16 MR. REILLY: Wait. I'm sorry.

17 Q. -- prior to the trustee determining
18 that it would try to get court approval of the
19 settlement?

20 MR. INGBER: Privileged and I
21 instruct the witness not to answer the
22 question.

23 BY MR. REILLY:

24 Q. Are you going to follow that
25 instruction?

1 L. Lundberg - Confidential

2 A. Absolutely.

3 Q. Did you, meaning the trustee, obtain
4 any other legal advice concerning the claims
5 that could have been brought by Bank of New York
6 Mellon other than the two experts that you
7 mentioned and Mayer Brown?

8 MR. INGBER: Objection to form.

9 A. No.

10 Q. The trustee had been represented by
11 Pillsbury before Mayer Brown?

12 A. Yes.

13 Q. Did you, meaning the trustee, obtain
14 any legal investigation by Pillsbury concerning
15 the underlying claims that could have been
16 brought against Bank of America?

17 THE WITNESS: Falls into the...

18 MR. INGBER: Yes or no or I don't
19 know or I don't recall.

20 A. Yeah, I really don't recall. It's so
21 long ago.

22 Q. Paragraph J on page 5 of Exhibit 4,
23 the trustee is asking the court to find that
24 there were arm's length negotiations, correct?

25 MR. INGBER: Objection. The document

1 L. Lundberg - Confidential
2 speaks for itself.

3 (Document review.)

4 A. Can you repeat the question?

5 Q. Yes.

6 Isn't the trustee asking the court to
7 find that the negotiations were arm's length
8 negotiations that led to the Settlement
9 Agreement?

10 A. It's saying that the arm's length
11 negotiations that led to the Settlement
12 Agreement and the trustee's deliberations
13 appropriately focused on the strengths and
14 weakness of the trust release claims.

15 Q. Okay. And isn't accurate, then, to
16 say that the trustees are taking the position
17 that the negotiations that led to the settlement
18 were arm's length?

19 MR. INGBER: Same objection.

20 A. Yes, we believe that the negotiations
21 were at arm's length.

22 Q. And the arm's length that you're
23 talking about there are the arms of Bank of
24 America and the arms of the investors
25 represented by Gibbs & Bruns?

1 L. Lundberg - Confidential
 2 MR. MADDEN: Objection.
 3 MR. INGBER: Objection.
 4 Go ahead if you can answer.
 5 This lacks foundation. You haven't
 6 established that this witness was involved
 7 in drafting this document or understands
 8 precisely what each of the words in this
 9 document means.
 10 A. Do you want to repeat your question?
 11 MR. REILLY: Can you read it back?
 12 (Question was read back as follows:
 13 "QUESTION: And the arm's length that
 14 you're talking about there are the arms of
 15 Bank of America and the arms of the
 16 investors represented by Gibbs & Bruns?")
 17 A. I think primarily, yes.
 18 Q. Is there some part of it that's no?
 19 A. There were certain aspects that, of
 20 the Settlement Agreement, that we were more
 21 active in the discussions and I believe our
 22 participation was also at arm's length.
 23 Q. What part of the negotiations, and
 24 when we say "we," I assume you mean Bank of New
 25 York Mellon, correct?

1 L. Lundberg - Confidential
 2 objection.
 3 Subject to that, you can answer if
 4 you're not revealing communications with
 5 counsel.
 6 A. We looked at issues that were
 7 generally the subject of the expert reports that
 8 we received.
 9 Q. What alternatives were available to
 10 pursue remedies for the benefit of the trust
 11 beneficiaries other than the proposed
 12 settlement?
 13 MR. INGBER: Same objection.
 14 A. In general, trying to litigate
 15 against Bank of America for breaches of reps and
 16 warranties.
 17 Q. And then the clause that says, "...or
 18 potentially available to pursue remedies..." is
 19 that -- is there something different in your
 20 mind between alternatives available or
 21 potentially available?
 22 A. I know there was a question as to
 23 whether Bank of America itself was really liable
 24 for the breaches of reps and warranties made by
 25 Countrywide.

1 L. Lundberg - Confidential
 2 A. Yes.
 3 Q. What part of the negotiations was the
 4 Bank of New York Mellon more actively involved
 5 in?
 6 A. Some of the mechanic implementations
 7 of the Settlement Agreement, the reporting
 8 obligations.
 9 Q. Anything else?
 10 A. I can't say for certainty every
 11 aspect.
 12 Q. But you've expended your memory at
 13 this point?
 14 A. Yes, I'm tired.
 15 Q. In paragraph J it indicates that the
 16 trustee's deliberations are focused on, quote,
 17 the alternatives available or potentially
 18 available to pursue remedies for the benefit of
 19 the trust beneficiaries, end quote.
 20 Do you see that?
 21 A. Yes.
 22 Q. What alternatives that were available
 23 or potentially available did the trustee focus
 24 upon?
 25 MR. INGBER: Same privilege

1 L. Lundberg - Confidential
 2 Q. Who led the analysis of whether
 3 litigation against Bank of America was a viable
 4 alternative?
 5 MR. INGBER: Objection to form.
 6 BY MR. REILLY:
 7 Q. I mean by within Bank of New York
 8 Mellon.
 9 A. That would be largely considered in
 10 the legal division.
 11 Q. Meaning Mr. Bailey?
 12 A. Yes.
 13 Q. All right. Did Mr. Bailey have other
 14 individuals within the legal department or legal
 15 division who evaluated the litigation
 16 alternative for Bank of New York Mellon?
 17 MR. INGBER: Objection to form.
 18 A. I don't know.
 19 Q. Other than this settlement or
 20 proposed settlement and litigation, are you
 21 aware of any other alternatives that were
 22 considered by Bank of New York Mellon to try and
 23 resolve the claims for the benefit of the trust
 24 beneficiaries?
 25 MR. INGBER: Same privilege objection

1 L. Lundberg - Confidential
 2 and instruction.
 3 A. My lay understanding of the
 4 alternative to the Settlement Agreement was
 5 litigation.
 6 Q. So there was litigation or this
 7 proposed settlement. Those were the two
 8 alternatives, correct?
 9 A. I don't have a recollection of
 10 another alternative.
 11 Q. Do you know what specific litigation
 12 issues were considered by Bank of New York
 13 Mellon?
 14 MR. INGBER: Same privilege objection
 15 and instruction.
 16 A. I believe our expert reports that we
 17 made available to the court and others outlined
 18 the considerations that we gave.
 19 Q. You said the reports submitted to the
 20 court and others.
 21 Did I hear you correctly?
 22 A. Yes.
 23 Q. What are the others that you're
 24 talking about?
 25 A. I believe that some of the exhibits

1 L. Lundberg - Confidential
 2 To the extent your answer would
 3 reveal communications with counsel, they're
 4 privileged and I instruct you not to
 5 answer.
 6 A. I can't answer.
 7 Q. You do know the answer to that
 8 question; is that correct?
 9 A. Yes.
 10 Q. Bank of New York Mellon only
 11 considered litigation regarding the breaches of
 12 representations and warranties in the PSAs,
 13 correct?
 14 MR. INGBER: Objection.
 15 Mischaracterizes the witness' testimony and
 16 it's -- it may be privileged and so I'll
 17 instruct the witness not to answer the
 18 question if her answer would reveal
 19 attorney-client communications and/or work
 20 product.
 21 A. Can you repeat the question?
 22 MR. REILLY: Can you read that back,
 23 please?
 24 (Question was read back as follows:
 25 "QUESTION: Bank of New York Mellon

1 L. Lundberg - Confidential
 2 to what we filed were also made available on a
 3 public website.
 4 Q. Okay. Other than what's been made
 5 available on the public website or submitted to
 6 the court, are there other expert reports or
 7 opinions that Bank of New York Mellon relied
 8 upon in reviewing specific litigation issues?
 9 MR. INGBER: Can you read that back?
 10 MR. REILLY: Let me try that one
 11 again. I don't want to hear that one.
 12 BY MR. REILLY:
 13 Q. Other than the expert reports that
 14 were submitted to the court and that were
 15 publicly -- made publicly available, were there
 16 other specific litigation issues that were
 17 considered by other experts retained by Bank of
 18 New York Mellon?
 19 A. Not that I remember.
 20 Q. Was it Bank of New York Mellon's
 21 position that it would not sue Bank of America
 22 on trusts where the institutional investors did
 23 not own 25 percent of the holdings?
 24 MR. INGBER: Objection to form and
 25 also objection on the privilege grounds.

1 L. Lundberg - Confidential
 2 only considered litigation regarding the
 3 breaches of representations and warranties
 4 in the PSAs, correct?")
 5 A. It's the only document that I'm aware
 6 of that we were a party to.
 7 Q. And therefore the only set of rights
 8 that were viewed to be pursued, correct?
 9 MR. INGBER: Objection. Same
 10 privilege objection and it calls for a
 11 legal conclusion.
 12 A. I can't answer that question.
 13 Q. Because you're being instructed not
 14 to and you're going to follow that instruction?
 15 A. Yes.
 16 Q. Paragraph L, "Pursuant to C.P.L.R.
 17 7701, the court hereby approves the actions of
 18 the trustee in entering into a Settlement
 19 Agreement in all respects."
 20 Do you see that? It's on page 5 of
 21 Exhibit 4?
 22 A. Hold on.
 23 Q. Right in the middle of the page there
 24 (indicating).
 25 (Document review.)

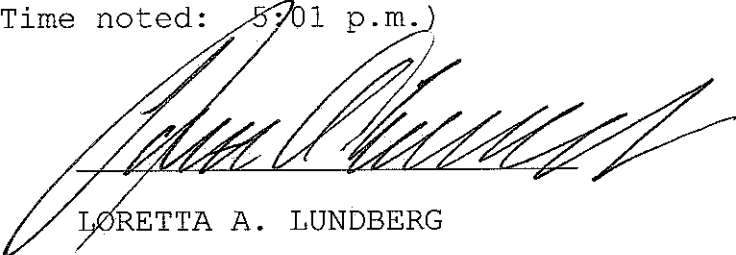
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L. Lundberg - Confidential

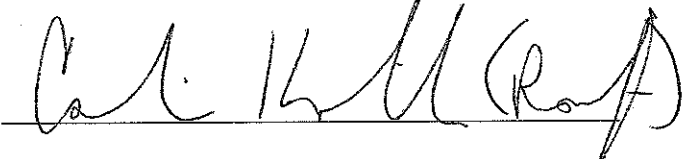
THE VIDEOGRAPHER: The time is 5:01.

This is the end of the deposition,
October 2nd, 2012.

(Time noted: 5:01 p.m.)


LORETTA A. LUNDBERG

Subscribed and sworn to before me
this 3rd day of December 2012.



CAROLINA KOLIK
Notary Public - State of New York
NO. 01K06173056
Qualified in Kings County
My Commission Expires 11/18/2015

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ERRATA SHEET FOR THE TRANSCRIPT OF:

3

CASE NAME: IN THE MATTER OF THE APPLICATION OF BNYM

4

DATE: OCTOBER 2, 2012

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DEPONENT: LORETTA A. LUNDBERG - CONFIDENTIAL

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Pg.	Ln.	Now Reads	Should Read	Reason	
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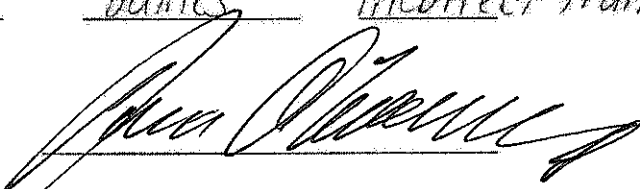
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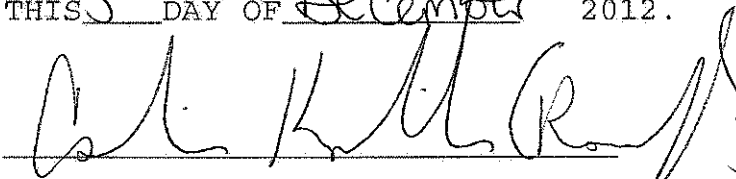
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LORETTA A. LUNDBERG

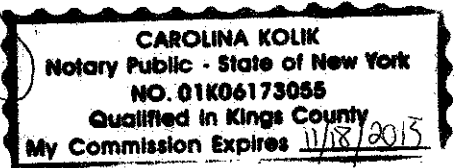
SUBSCRIBED AND SWORN BEFORE ME

THIS 3rd DAY OF December 2012.



(Notary Public)

MY COMMISSION EXPIRES: 11/18/2015



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

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In the Matter of the Application of

Index No. 651786/

THE BANK OF NEW YORK MELLON
(As trustee under various Pooling Assigned to Kapnick, J.
and Servicing Agreements and
Indenture Trustee under various
Indentures), et al.,
Petitioners,

for an order, pursuant to C.P.L.R.
Rule 7701, seeking judicial instructions
and approval of a proposed settlement.

-----X

* C O N F I D E N T I A L *
VOLUME II
VIDEOTAPED DEPOSITION
OF
LORETTA A. LUNDBERG
New York, New York
Wednesday, October 3, 2012

Reported by:
ANNETTE ARLEQUIN, CCR, RPR, CCR, CLR
JOB NO. 53621

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October 3, 2012
9:08 a.m.

CONFIDENTIAL videotaped deposition of
LORETTA A. LUNDBERG, VOLUME I, held at the
offices of Quinn Emanuel Urquhart &
Sullivan LLP, 51 Madison Avenue, New York,
New York, pursuant to Notice, before
Annette Arlequin, a Certified Court
Reporter, a Registered Professional
Reporter, a Certified Realtime Reporter, a
Certified LiveNote Reporter, and a Notary
Public of the State of New York.

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25 (Telephonically)

Page 269

1
2 APPEARANCES (Cont'd.)
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5
6 ALSO PRESENT:
7
8 NANDINI MANI, BNY Mellon, Managing Counsel
9 MANUEL GARCIA, Legal Video Specialist.
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Page 270

1 L. Lundberg - Confidential
2 THE VIDEOGRAPHER: This is the start
3 of tape labeled No. 1 of the continuation
4 of the videotaped deposition of Loretta
5 Lundberg in the matter of the Application
6 of the Bank of New York Mellon on
7 October 3rd, 2012 at approximately 9:08
8 a.m.
9 My name is Manuel Garcia from TSG
10 Reporting, Inc. and I am the legal video
11 specialist.
12 The court reporter is Annette
13 Arlequin in association with TSG Reporting.
14 Counsel are noted on the record.
15 Would the court reporter please swear
16 in the witness again.
17 * * *
18 LORETTA A. LUNDBERG, called
19 as a witness, having been duly sworn by a
20 Notary Public, was examined and testified
21 as follows:
22 CONTINUED EXAMINATION BY
23 MR. REILLY:
24 Q. Ms. Lundberg, when we stopped
25 yesterday we were looking at Exhibit 4. If you

1 L. Lundberg - Confidential
 2 A. No.
 3 Q. Do you know how he learned?
 4 A. No, I don't.
 5 Q. Did you become aware of what the
 6 nature and extent of those conversations had
 7 been, conversations meaning between Bank of
 8 America and Gibbs & Bruns?
 9 MR. INGBER: Objection to form.
 10 MR. MADDEN: Are you talking about
 11 without Bank of New York representatives
 12 being present?
 13 MR. REILLY: Yes.
 14 A. I have no knowledge.
 15 Q. And you didn't get any knowledge
 16 throughout this process; is that correct, about
 17 what occurred before you became aware that they
 18 were discussing things?
 19 MR. INGBER: Objection to form.
 20 A. I don't have any recollection.
 21 Q. And do you have any idea if anyone
 22 else at the Bank of New York Mellon knows
 23 anything about those conversations or
 24 discussions?
 25 MR. MADDEN: Objection to form.

1 L. Lundberg - Confidential
 2 A. There was an expert report issued by
 3 Capstone on the ability of Countrywide to pay.
 4 There was an expert report by
 5 Professor Daines on corporate separateness and
 6 whether B of A had any liability for
 7 Countrywide's breaches of reps and warranties.
 8 There was the Professor Adler report
 9 on material and adverse consequences.
 10 And there were two reports issued by
 11 RRMS; one discussing what could be a
 12 potential -- the amounts that could potentially
 13 be due as a result of breaches of reps and
 14 warranties and one discussing the servicing
 15 improvements that are the subject of the
 16 Settlement Agreement.
 17 Q. Are there any other issues that Bank
 18 of New York Mellon determined it wanted to
 19 consider or needed to consider before it could
 20 conclude that it would be appropriate to propose
 21 a Settlement Agreement in this case?
 22 MR. INGBER: Same instruction
 23 regarding actual communications with
 24 counsel.
 25 A. We, as I mentioned yesterday, also

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 2 MR. INGBER: Objection.
 3 A. No, I don't.
 4 Q. You indicated that there was a point
 5 where the Bank of New York Mellon had wanted to
 6 look at different issues that it thought it
 7 needed to consider.
 8 Do you remember that?
 9 A. Yes.
 10 Q. What issues did the Bank of New York
 11 Mellon believe it needed to consider in this
 12 process?
 13 (Counsel confer.)
 14 MR. INGBER: Okay. I'm going to
 15 caution Ms. Lundberg not to disclose actual
 16 communications that she had between herself
 17 and other inside or outside counsel, but
 18 with that instruction and that cautionary
 19 note, I'll allow the witness to answer.
 20 A. The items that we considered are all
 21 discussed in the expert reports that we released
 22 in connection with our entering into the
 23 Settlement Agreement.
 24 Q. And tell me, if you can, what issues
 25 you're discussing now.

1 L. Lundberg - Confidential
 2 requested and reviewed evidence of the holdings
 3 of the Gibbs & Bruns clients.
 4 Q. Have you now told me all of the
 5 issues that Bank of New York Mellon thought it
 6 needed to consider before it could recommend
 7 approval of the settlement?
 8 A. We also consulted with an expert on
 9 how the money should be allocated amongst the
 10 trusts, and we also consulted as to once the
 11 money was received by the trust, how it should
 12 be applied in the waterfall.
 13 Q. Have you completed your answer to my
 14 question now?
 15 A. I believe so.

[REDACTED]

1

L. Lundberg - Confidential

[Redacted text block]

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L. Lundberg - Confidential

[Redacted text block]

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L. Lundberg - Confidential

[Redacted text block]

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L. Lundberg - Confidential

[Redacted text block]

1 L. Lundberg - Confidential

[REDACTED]

Q. How did Bank of New York Mellon

1 L. Lundberg - Confidential

2 because anything beyond those answers would
3 reveal attorney-client and/or work product
4 communications.

5 BY MR. REILLY:

6 Q. And so I'll make it clear in light of
7 that, I'm only asking for a yes or no answer to
8 this question.

9 A. We had so many discussions about
10 different aspects of this Settlement Agreement
11 that I can't, I can't tell you for certainty
12 exactly what we discussed every time now.

13 Q. And you understand that wasn't my
14 question?

15 MR. INGBER: Why don't you just read
16 the question back. I don't think the last
17 question is really necessary.

18 BY MR. REILLY:

19 Q. I want to make sure that you do
20 understand my question, Ms. Lundberg, okay?

21 A. Um-hmm.

22 Q. Your counsel instructed you not to
23 answer about whether or not or what the reasons
24 were for the decision to not look at the loan
25 files and I understood him to instruct you not

1 L. Lundberg - Confidential

2 determine that it was not going to engage in a
3 review of the loan files in the settlement
4 process?

5 MR. INGBER: Objection.

6 And I'll instruct Ms. Lundberg not to
7 answer the question on the ground that any
8 response will necessarily reveal privileged
9 attorney-client communications and/or work
10 product to the extent such conversations
11 happened.

12 BY MR. REILLY:

13 Q. Are you going to follow the advice of
14 counsel?

15 A. Yes, I will.

16 Q. Is it fair to say, then, that the
17 Bank of New York Mellon as trustee in these 530
18 trusts did discuss with its counsel the reasons
19 why Bank of New York Mellon decided not to
20 review loan files in the settlement process?

21 MR. INGBER: Objection to form.

22 You can answer yes, no, I don't know
23 or I don't recall.

24 And just for the record, I'll make it
25 clear that I'm giving that instruction

1 L. Lundberg - Confidential

2 to answer because it would invade the
3 attorney-client privilege.

4 My question simply is, is that true;
5 did you have -- are you aware of conversations
6 that you had with counsel about the decision not
7 to review loan files in the settlement process,
8 yes or no?

9 THE WITNESS: Can you read back the
10 question, please?

11 (Question was read back as follows:

12 "QUESTION: Is that true; did you
13 have -- are you aware of conversations that
14 you had with counsel about the decision not
15 to review loan files in the settlement
16 process, yes or no?")

17 MR. INGBER: And, Dan, I don't think
18 you intended to suggest this, but it could
19 be yes, no, I don't know or I don't recall.

20 A. I don't recall.

21 Q. How would you refresh your
22 recollection to determine whether you actually
23 did participate in conversations with your
24 counsel about the decision to not review loan
25 files?

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L. Lundberg - Confidential

[Redacted text block]

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L. Lundberg - Confidential

[Redacted text block]

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L. Lundberg - Confidential

[Redacted text block]

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L. Lundberg - Confidential

[Redacted text block]

1 L. Lundberg - Confidential

2 We're back on the record.

3 MS. BRASWELL: We have no further
4 questions.

5 MR. INGBER: Okay. Thank you.

6 THE VIDEOGRAPHER: The time is 5:18.

7 This is the end of the deposition

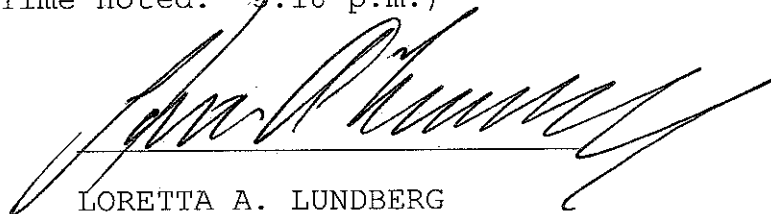
8 October 3rd, 2012.

9 (Time noted: 5:18 p.m.)

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12


LORETTA A. LUNDBERG

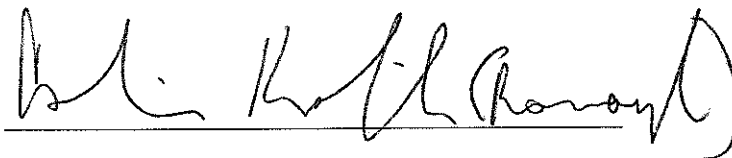
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14 Subscribed and sworn to before me

15 this ^{3rd} day of December 2012.

16

17

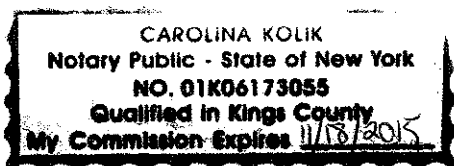


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ERRATA SHEET FOR THE TRANSCRIPT OF:

3

CASE NAME: IN THE MATTER OF THE BNYM

4

DATE: OCTOBER 3, 2012

5

DEPONENT: LORETTA A. LUNDBERG - CONFIDENTIAL

6

Pg.	Ln.	Now Reads	Should Read	Reason	
7	290	13	Deborah	Debra	misspelling
8	338	8	NO	Correct	clarifying a double negative
9	338	10	Emphysis	EmphaSys Technologies, Inc.	misspelling
10	343	24	he also	else	incorrect transcription
11	344	5	NO	Correct	clarifying a double negative.
12	382	8	NO	Correct	clarifying a double negative
13	400	18	vis--vis	vis-a-vis	misspelling
14	401	2	vis--vis	vis-a-vis	misspelling
15	406	4	vis--vis	vis-a-vis	misspelling

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SUBSCRIBED AND SWORN BEFORE ME

21

THIS 3rd DAY OF December 2012.

22

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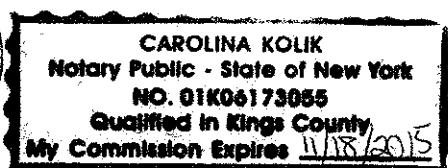
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Carolina Kolik

(Notary Public)

(Notary Public)

MY COMMISSION EXPIRES: 11/18/2015



1

2

ERRATA SHEET FOR THE TRANSCRIPT OF:

3

CASE NAME: IN THE MATTER OF THE BNYM

4

DATE: OCTOBER 3, 2012

5

DEPONENT: LORETTA A. LUNDBERG - CONFIDENTIAL

6

Pg.	Ln.	Now Reads	Should Read	Reason
7	433 25	Chyrsanthis	Chrysanthis	misspelling
8	446 12	Deborah	Debra	misspelling
9	482 12	didn't not	did not	misspoke
10	484 18	can	can't	incorrect transcripion
11	---	---	---	---
12	---	---	---	---
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15	---	---	---	---

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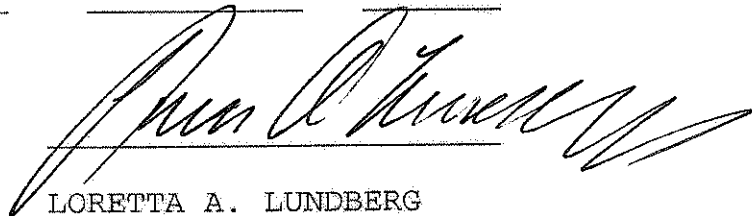
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 LORETTA A. LUNDBERG

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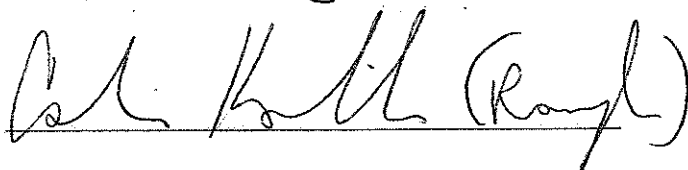
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SUBSCRIBED AND SWORN BEFORE ME

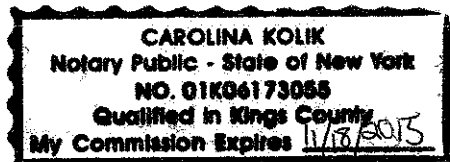
21

THIS 3rd DAY OF December 2012.

22


 (Notary Public)

23



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MY COMMISSION EXPIRES: 11/18/2015