

Exhibit 127
to
Affidavit of Daniel M. Reilly
in Support of Consolidated Response to
Statements in Support of the Proposed Settlement

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SUPREME COURT OF THE STATE OF NEW YORK

COUNTY OF NEW YORK

-----X
 In the Matter of the)
 Application of)
)
 THE BANK OF NEW YORK MELLON)
 (As Trustee under various) Index No.
 Pooling and Servicing) 651786/2011
 Agreements and Indenture)
 Trustee under various)
 Indentures), et al.,)
)
 Petitioners,)
)
 for an order, pursuant to)
 C.P.L.R. 7701, seeking)
 judicial instructions and)
 approval of a proposed)
 Settlement.)
 -----X

VIDEOTAPED DEPOSITION OF

KELLY CROSSON

Friday, November 9, 2012

51 Madison Avenue

New York, New York

Reported by:
 AYLETTE GONZALEZ, CLR
 JOB NO. 55068

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DATE: November 9, 2012

TIME: 9:16 a.m.

Videotaped Deposition of KELLY CROSSON,
held at the offices of QUINN EMANUEL
URQUHART & SULLIVAN, LLP., 51 Madison
Avenue, New York, New York 10010, before
AYLETTE GONZALEZ, a Certified LiveNote
Reporter and Notary Public of the State of
New York.

1 KELLY CROSSON (11/9/12)

2 A. Yes.

3 Q. And to page 28 specifically.

4 Going back to the same paragraph we
5 were looking at before, which is 6A(i).

6 A. Yes.

7 Q. There's a list of codes. Do you
8 see that?

9 A. Yes.

10 Q. And the first group of codes are
11 collectively called mortgage exceptions. Do
12 you see how that's set up in that paragraph,
13 and then there's a second list that are called
14 title policy exceptions?

15 A. Yes, I do.

16 Q. And is it your understanding that
17 under the Settlement Agreement, for a
18 particular loan to make it onto the initial
19 exceptions report schedule, it has to have
20 both a mortgage exception and a title policy
21 exception?

22 MR. INGBER: The document speaks
23 for itself.

24 A. In reading this section, that
25 appears to be the case.

1 KELLY CROSSON (11/9/12)

2 Q. And of course as we said, the
3 initial exceptions report schedule is at the
4 universe of loans to which a cure might be
5 applied under the Settlement Agreement, right?

6 MR. INGBER: Same objection.

7 A. Yes.

8 Q. So, in a situation where you just
9 have a mortgage exception and you don't have a
10 title policy exception, that loan is not going
11 to be subject to the cure provisions of the
12 settlement, right?

13 MR. INGBER: Same objection.

14 A. That's what seems to be apparent
15 from this section.

16 Q. And likewise, when there's only a
17 title policy exception, but there's no
18 mortgage exception, that loan also wouldn't be
19 subject to the cure provision of the
20 Settlement Agreement, right?

21 MR. INGBER: Same objection.

22 A. It appears that way, yes.

23 Q. Now, do you know whether that is
24 consistent or inconsistent with the cure to
25 which the trusts were entitled under the PSA's

1 KELLY CROSSON (11/9/12)

2 has to reimburse the trust for document
3 essentials?

4 A. Appears.

5 Q. It appears yes?

6 A. It appears that it is, yes.

7 Q. And that is, as we discussed
8 before, that's when there is both a mortgage
9 exception and a title policy exception and
10 where the master servicer cannot foreclosure
11 by reason of a mortgage exception or a title
12 policy exception, right?

13 MR. INGBER: Objection to the
14 extent it mischaracterizes the
15 document.

16 A. It appears that way.

17 Q. And isn't that more narrow than the
18 cure protection that the trusts have under the
19 PSAs?

20 MR. INGBER: Calls for a legal
21 conclusion.

22 Q. And you've got the PSAs, you're
23 welcome to take a look at them?

24 MR. INGBER: Same objection.

25 A. Are you asking me to look at the

1 KELLY CROSSON (11/9/12)

2 MR. INGBER: 45?

3 MR. ROLLIN: Yes.

4 Q. The very last paragraph, that's the
5 part that relates to what Countrywide had to
6 do at the time of securitization with respect
7 to identify exceptions, correct?

8 MR. INGBER: Objection; calls for
9 a legal conclusion.

10 A. Without reading this paragraph,
11 yes, that appears to be what this is.

12 Q. Please tell me if you can -- take
13 your time to read it, if the inability to
14 foreclosure is a necessary predicate for the
15 obligation of Countrywide to cure, replace or
16 re-purchase a loan containing a document
17 exception?

18 MR. INGBER: That calls for a
19 legal conclusion, lacks foundation.
20 The document speaks for itself.

21 A. It doesn't appear to, no.

22 (Exhibit 272, document bearing
23 Bates label BOA_Art77_00017838 through
24 '841, marked for identification, as of
25 this date.)

1 KELLY CROSSON (11/9/12)

2 held.)

3 THE VIDEOGRAPHER: The time is

4 4:07 p.m. We are on the record.

5 MR. INGBER: We have no questions

6 for Ms. Crosson.

7 MR. ROLLIN: Thank you,

8 Ms. Crosson.

9 MR. INGBER: Thank you.

10 THE VIDEOGRAPHER: The time is

11 4:07 p.m. we are off the record.

12 (Whereupon, an off-the-record

13 discussion was held.)

14 (Whereupon, at 4:07 p.m., the

15 Examination of this Witness was

16 concluded.)

17

18



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KELLY CROSSON

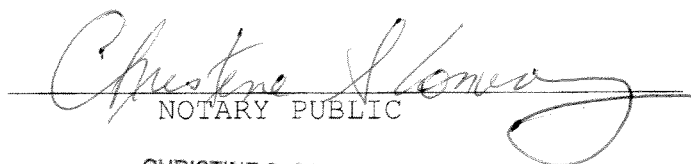
20

21 Subscribed and sworn to before me

22 This _____ day of _____, 2012.

23

24


NOTARY PUBLIC

25

CHRISTINE S. CONWAY
Notary Public, State of New York
No. 01CO-4774419

Qualified in Queens County
Commission Expires 3/30/2014

1 KELLY CROSSON (11/9/12)

2 ERRATA SHEET FOR THE TRANSCRIPT OF:

3 Case Name: In the Matter of the Application
of the BANK OF NEW YORK MELLON

4 Dep. Date: November 9, 2012

Deponent: KELLY CROSSON

5 Pg. Ln. Now Reads Should Read Reason

6	4	6	for Bank	for The Bank	party name
7	10	14	Finkleberg	Finkenbergr	incorrect transcription
8	13	3	rising	Horizon	incorrect transcription
9	38	24	approve	approval	incorrect transcription
10	48	13	breathn	breadth	typo
11	53	14	approved	improved	incorrect transcription
12	70	11	know it	know --	incorrect transcription
13	71	12	yield	yields	incorrect transcription
14	95	8	drafting	drafted	incorrect transcription
15	115	22	and a	if a	incorrect transcription
16	115	24	except	accept	incorrect transcription
17	123	22	If you're	So if your	incorrect transcription
18	125	4	holding	holdings	incorrect transcription
19	129	19	CD+Co. and CDC	Cede +Co. or DTC	incorrect transcription

20 Kelly M. Crosson
KELLY CROSSON

21 SUBSCRIBED AND SWORN BEFORE ME,

22 This _____ day of _____, 2012.

23 Christine S. Conway
24 Notary Public

25 My Commission Expires: _____

1 KELLY CROSSON (11/9/12)

2 ERRATA SHEET FOR THE TRANSCRIPT OF:

3 Case Name: In the Matter of the Application
of the BANK OF NEW YORK MELLON

4 Dep. Date: November 9, 2012

Deponent: KELLY CROSSON

5 Pg. Ln. Now Reads Should Read Reason

6 135 25 CD Cede Incorrect transcription

7 176 10 breath breadth Incorrect transcription

8 228 18 Chavez dot Chavez's doc Incorrect transcription

9 232 5 points point Incorrect transcription

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20 Kelly M. Crosson
KELLY CROSSON

21 SUBSCRIBED AND SWORN BEFORE ME,

22 This _____ day of _____, 2012.

23 Christine S. Conway
24 Notary Public

25 My Commission Expires: _____

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Matthew D. Ingber
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Direct Fax +1 212 849 5973
mingber@mayerbrown.com

November 28, 2012

VIA ELECTRONIC MAIL

TO: STEERING COMMITTEE

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 Kelly Crosson as "Confidential," as it is defined in the Protective Order:

November 9, 2012 Transcript Page/Line Designation
7:25-8:16
15:14-17:23
22:14-25:25
27:14-27:18
28:19-81:14
81:25-146:2
146:12-157:4
158:19-167:6
167:13-187:7
187:14-198:17

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199:3-227:6
227:18-252:22
253:5-254:17

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

Very truly yours,

Matthew D. Ingber / KL

Matthew D. Ingber

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mingber@mayerbrown.com

April 26, 2013

VIA ELECTRONIC MAIL

Michael A. Rollin
Reilly Pozner LLP
1900 Sixteenth Street
Suite 1700
Denver, CO 80202

Re: *In re the Application of The Bank of New York
Mellon* (Index No. 651786/2011)

Dear Mike:

I am writing in response to your March 11, 2013 and April 17, 2013 letters regarding confidentiality designations of discovery materials. In addition to the materials we agreed to de-designate per our April 3, 2013 and April 22, 2013 letters, we will also remove confidentiality designations from the deposition transcript excerpts listed in Exhibit A (attached). The remaining excerpts should retain their "confidential" designations in accordance with section 1(d) of the Protective Order.

Please call my colleague, Chris Houpt, or me if you have any questions.

Very truly yours,


Matthew D. Ingber

cc: All counsel

Michael A. Rollin
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EXHIBIT A

Michael A. Rollin
April 26, 2013
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307:5-309:21
316:10-318:17

Crosson
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Michael A. Rollin
April 26, 2013
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<u>Chapman</u>
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324:4-325:23

<u>Chavez</u>
13:5-16:13
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