

possession, custody or control relating to 530 Covered Trusts, which are listed in Exhibit A to the Trial Subpoena. A copy of the Trial Subpoena is attached as Exhibit A to this affidavit.

4. Full compliance with the Trial Subpoena will be excessively burdensome and expensive. I make this affidavit in support of my motion for a protective order that modifies the Trial Subpoena as follows: (a) the documents demanded by the Trial Subpoena should be produced to the Reilly Pozner prior to the date of my trial testimony rather than delivered to the Court on that date; and (b) Reilly Pozner and the "AIG Entities" should be ordered to pay all expenses incurred by me in connection with compliance with the Trial Subpoena, including legal fees.

5. GFS engaged in extensive communications concerning possible transactions involving the 530 Covered Trusts that are the subject of the Trial Subpoena. In connection with those communications and the potential transactions, GFS has obtained substantial documents and information concerning the 530 Covered Trusts. The vast majority of the responsive documents in GFS's possession (and, therefore, under my control) are electronic files. I also engaged in numerous email communications concerning the 530 Covered Trusts.

6. I have consulted with Quantum Technology Partners ("Quantum"), a Greenwich, Connecticut-based firm, that provides IT services to GFS, concerning my prospective compliance with the Trial Subpoena. I am informed that the computer files maintained by GFS that must be searched for responsive documents contain more than 100 Gigabytes of data and more than 1 million email communications. Quantum estimates that it will take at least 40 man hours to conduct preliminary searches of GFS's computer files to identify documents and email communications that I must produce in response to the Trial Subpoena. My understanding is that the cost of Quantum's services is likely to exceed \$10,000.

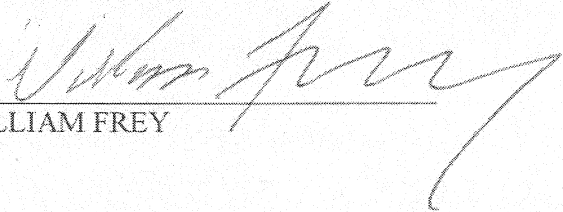
7. In addition to the raw cost of locating the documents, I will incur additional costs as a result of the Trial Subpoena. GFS entered into certain Non-Disclosure Agreements (“NDA”) with financial institutions and two law firms concerning some of the documents and email communications regarding the 530 Covered Trusts. These financial institutions include large German and other European banks, some of which have failed, and as a matter of the public record, still own many billions of dollars in securities issued by the 530 Covered Trusts. To comply with its obligations under the NDAs, GFS must notify the parties to the NDAs concerning the Trial Subpoena. I believe that at least some of the non-U.S. entities who are parties to NDAs will require detailed explanations concerning the Trial Subpoena and related matters, all of which will cause GFS and me to incur additional expenses in connection with the Trial Subpoena.

8. In addition, once a set of responsive documents is identified by Quantum, I will be required to review those documents for privileged communications with attorneys and for confidential information. My understanding is that if I withhold from production any privileged communications, I may need to provide Reilly Pozner with detailed charts describing those privileged documents and the basis for the assertion of any privilege. That will require additional work by legal counsel representing GFS and me in connection with the Trial Subpoena.

9. Based upon the amount of work that GFS performed in connection with potential transactions involving the 530 Covered Trusts, I believe that the volume of responsive documents will be very large and it will be extremely impractical to bring those documents with me to Court at the time of my trial testimony.

10. At the time that I received the Trial Subpoena, I also received a "witness fee" of \$20.00. A copy of the check that I received is attached as Exhibit B.

11. Based upon the foregoing facts and for the reasons described in an accompanying memorandum of law, I respectfully request that the Court grant my motion for a protective order that modifies the Trial Subpoena.


WILLIAM FREY

Sworn to before me this
28th day of May 2013

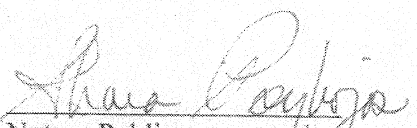

Notary Public
Shara Payloga 3/2016

EXHIBIT A

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,

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

Index No. 651786/2011

Assigned to: Kapnick, J.

**TRIAL SUBPOENA
(pursuant to CPLR §§
2302(a), 2303(a)) and
SUBPOENA DUCES
TECUM PURSUANT
TO CPLR §§ 3120(1)(i)
and 2305(b)(1)**

TO: William Frey

GREETINGS:

PURUSANT TO CPLR §§ 2302(a) AND 2303(a) WE COMMAND YOU, that all business and excuses being laid aside, you appear and attend before the Honorable Justice Barbara R. Kapnick, at the Supreme Court of the State of New York, County of New York, located at 60 Centre Street, New York, New York 10007, on June 10, 2013 at 10:00 a.m., and at any recessed or adjourned date, to give testimony in this action on the part of American International Group, Inc.

YOU ARE FURTHER COMMANDED, PURSUANT TO CPLR 3120(1)(i), to produce and permit inspection and copying of all records, documents, or objects in your possession, custody or control regarding potential claims against Countrywide Home Loans Servicing, LP, or its parent Countrywide Financial Corporation or BAC Home Loans Servicing, LP, and its parent, Bank of America Corporation, arising from the sale or servicing of loans in

the 530 Covered Trusts as listed on Exhibit A (Doc. No. 2), and attached hereto at the same date, time, and location as described above.

PLEASE TAKE NOTICE that pursuant to CPLR § 2308(a), 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 one hundred fifty dollars and all damages sustained by reason of your failure to comply.

DATED: May 20, 2013

REILLY POZNER LLP

By 

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Michael Rollin
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Telephone: (303) 893-6100
Fax: (303) 893-1500
dreilly@rplaw.com
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Telephone: 646-823-0077

Attorneys for AIG Entities

EXHIBIT A

FILED: NEW YORK COUNTY CLERK 06/29/2011

NYSCEF DOC. NO. 2

INDEX NO. 651786/2011

RECEIVED NYSCEF: 06/29/2011

EXHIBIT A

EXHIBIT A

CWALT

CWALT 2004-10CB	CWALT 2005-22T1	CWALT 2005-76	CWALT 2006-40T1
CWALT 2004-12CB	CWALT 2005-23CB	CWALT 2005-77T1	CWALT 2006-41CB
CWALT 2004-13CB	CWALT 2005-24	CWALT 2005-79CB	CWALT 2006-42
CWALT 2004-14T2	CWALT 2005-25T1	CWALT 2005-7CB	CWALT 2006-43CB
CWALT 2004-15	CWALT 2005-26CB	CWALT 2005-80CB	CWALT 2006-45T1
CWALT 2004-16CB	CWALT 2005-27	CWALT 2005-81	CWALT 2006-46
CWALT 2004-17CB	CWALT 2005-28CB	CWALT 2005-82	CWALT 2006-4CB
CWALT 2004-18CB	CWALT 2005-29CB	CWALT 2005-83CB	CWALT 2006-5T2
CWALT 2004-18CB	CWALT 2005-30CB	CWALT 2005-84	CWALT 2006-6CB
CWALT 2004-20T1	CWALT 2005-31	CWALT 2005-85CB	CWALT 2006-7CB
CWALT 2004-22CB	CWALT 2005-32T1	CWALT 2005-86CB	CWALT 2006-8T1
CWALT 2004-24CB	CWALT 2005-33CB	CWALT 2005-9CB	CWALT 2006-9T1
CWALT 2004-25CB	CWALT 2005-34CB	CWALT 2005-AR1	CWALT 2006-HY10
CWALT 2004-26T1	CWALT 2005-35CB	CWALT 2005-IM1	CWALT 2006-HY11
CWALT 2004-27CB	CWALT 2005-36	CWALT 2005-J1	CWALT 2006-HY12
CWALT 2004-28CB	CWALT 2005-37T1	CWALT 2005-J10	CWALT 2006-HY13
CWALT 2004-29CB	CWALT 2005-38	CWALT 2005-J11	CWALT 2006-HY3
CWALT 2004-2CB	CWALT 2005-3CB	CWALT 2005-J12	CWALT 2006-J1
CWALT 2004-30CB	CWALT 2005-4	CWALT 2005-J13	CWALT 2006-J2
CWALT 2004-32CB	CWALT 2005-40CB	CWALT 2005-J14	CWALT 2006-J3
CWALT 2004-33	CWALT 2005-41	CWALT 2005-J2	CWALT 2006-J4
CWALT 2004-34T1	CWALT 2005-42CB	CWALT 2005-J3	CWALT 2006-J5
CWALT 2004-35T2	CWALT 2005-43	CWALT 2005-J4	CWALT 2006-J6
CWALT 2004-36CB	CWALT 2005-44	CWALT 2005-J5	CWALT 2006-J7
CWALT 2004-3T1	CWALT 2005-45	CWALT 2005-J6	CWALT 2006-J8
CWALT 2004-4CB	CWALT 2005-46CB	CWALT 2005-J7	CWALT 2006-OA1
CWALT 2004-5CB	CWALT 2005-47CB	CWALT 2005-J8	CWALT 2006-OA10
CWALT 2004-6CB	CWALT 2005-48T1	CWALT 2005-J9	CWALT 2006-OA11
CWALT 2004-7T1	CWALT 2005-49CB	CWALT 2006-11CB	CWALT 2006-OA12
CWALT 2004-8CB	CWALT 2005-50CB	CWALT 2006-12CB	CWALT 2006-OA14
CWALT 2004-9T1	CWALT 2005-51	CWALT 2006-13T1	CWALT 2006-OA16
CWALT 2004-J10	CWALT 2005-52CB	CWALT 2006-14CB	CWALT 2006-OA17
CWALT 2004-J11	CWALT 2005-53T2	CWALT 2006-15CB	CWALT 2006-OA18
CWALT 2004-J12	CWALT 2005-54CB	CWALT 2006-16CB	CWALT 2006-OA19
CWALT 2004-J13	CWALT 2005-55CB	CWALT 2006-17T1	CWALT 2006-OA2
CWALT 2004-J2	CWALT 2005-56	CWALT 2006-18CB	CWALT 2006-OA21
CWALT 2004-J3	CWALT 2005-57CB	CWALT 2006-19CB	CWALT 2006-OA22
CWALT 2004-J4	CWALT 2005-58	CWALT 2006-20CB	CWALT 2006-OA3
CWALT 2004-J5	CWALT 2005-59	CWALT 2006-21CB	CWALT 2006-OA6
CWALT 2004-J6	CWALT 2005-60T1	CWALT 2006-23CB	CWALT 2006-OA7
CWALT 2004-J7	CWALT 2005-61	CWALT 2006-24CB	CWALT 2006-OA8
CWALT 2004-J8	CWALT 2005-62	CWALT 2006-25CB	CWALT 2006-OA9
CWALT 2004-J9	CWALT 2005-63	CWALT 2006-26CB	CWALT 2006-OC1
CWALT 2005-10CB	CWALT 2005-64CB	CWALT 2006-27CB	CWALT 2006-OC10
CWALT 2005-11CB	CWALT 2005-65CB	CWALT 2006-28CB	CWALT 2006-OC11
CWALT 2005-13CB	CWALT 2005-66	CWALT 2006-29T1	CWALT 2006-OC2
CWALT 2005-14	CWALT 2005-67CB	CWALT 2006-2CB	CWALT 2006-OC3
CWALT 2005-16	CWALT 2005-69	CWALT 2006-30T1	CWALT 2006-OC4
CWALT 2005-17	CWALT 2005-6CB	CWALT 2006-31CB	CWALT 2006-OC5
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CWALT 2005-19CB	CWALT 2005-71	CWALT 2006-33CB	CWALT 2006-OC7
CWALT 2005-1CB	CWALT 2005-72	CWALT 2006-34	CWALT 2006-OC8
CWALT 2005-2	CWALT 2005-73CB	CWALT 2006-35CB	CWALT 2006-OC9
CWALT 2005-20CB	CWALT 2005-74T1	CWALT 2006-36T2	CWALT 2007-10CB
CWALT 2005-21CB	CWALT 2005-75CB	CWALT 2006-39CB	CWALT 2007-11T1

EXHIBIT A

CWALT 2007-12T1	CWHL 2004-16	CWHL 2005-29	CWHL 2007-14
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CWALT 2007-17CB	CWHL 2004-21	CWHL 2005-6	CWHL 2007-19
CWALT 2007-18CB	CWHL 2004-22	CWHL 2005-7	CWHL 2007-2
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CWALT 2007-3T1	CWHL 2004-8	CWHL 2005-HYB8	CWHL 2007-HY1
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CWALT 2007-5CB	CWHL 2004-HYB1	CWHL 2005-J2	CWHL 2007-HY4
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CWALT 2007-OA10	CWHL 2004-J8	CWHL 2006-21	CWL 2004-13
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CWALT 2007-OA4	CWHL 2005-11	CWHL 2006-9	CWL 2004-3
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CWALT 2007-OA8	CWHL 2005-14	CWHL 2006-HYB3	CWL 2004-6
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CWHEL 2007-G	CWHL 2005-21	CWHL 2006-OA4	CWL 2004-BC3
<u>CWHL</u>	CWHL 2005-22	CWHL 2006-OA5	CWL 2004-BC4
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CWHL 2004-14	CWHL 2005-27	CWHL 2007-12	CWL 2004-SD2
CWHL 2004-15	CWHL 2005-28	CWHL 2007-13	CWL 2004-SD3

EXHIBIT A

CWL 2004-SD4	CWL 2006-4
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CWL 2005-11	CWL 2006-7
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CWL 2006-11	CWL 2007-SEA1
CWL 2006-12	CWL 2007-SEA2
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CWL 2006-24	
CWL 2006-25	
CWL 2006-26	
CWL 2006-3	

EXHIBIT B

FD-1009 (Rev. 9-15-95) Non-Resident Alien

14847

Bank of America
401 Main Street
Armonk, NY 10504
1-322210

LegalEase Inc.
211 E 43rd St Ste 2203
New York, NY 10017

May 20, 2013

\$ 20.00

PAY TO THE
ORDER OF

William Stey
Twenty

XXX DOLLARS

FOR Witness Fee

[Signature]

⑆014847⑆ ⑆021000322⑆ 002370659154⑆

THIS INSTRUMENT CONTAINS A SECURITY WATERMARK. PLEASE REFER TO THE REVERSE SIDE FOR FURTHER INFORMATION.