

Exhibit 24
to
Affidavit of Daniel M. Reilly
in Support of Joint Memorandum of
Law in Opposition to Proposed Settlement

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
RICHARD P. STANLEY
Tuesday, January 8, 2013
51 Madison Avenue
New York, New York

Reported by:
AYLETTE GONZALEZ, CLR
JOB NO. 56771

1 one of the mortgage originators that was being
2 bought out, I'm assuming, because of
3 difficulties.

4 Q. What difficulties do you recall?

5 A. Financial difficulties.

6 Q. Do you have -- specifically what do
7 you mean by "financial difficulties"?

8 A. They were having trouble
9 financially to stand on their own as a
10 standalone entity in order to continue on its
11 business.

12 Q. Do you recall there being any
13 concern or press over their origination
14 practices?

15 MR. INGBER: Objection to form.
16 Concern by whom.

17 A. Specifically by Countrywide, I
18 really wasn't focused in that time that I
19 remember and recall to the best of my
20 knowledge that I really focused on that type
21 of an issue.

22 Q. How about in 2010 when you took
23 over the structured finance business line; do
24 you recall at that time learning anything
25 about Countrywide's origination practices?

1 MR. INGBER: Object to form.

2 A. I don't know if it was specifically
3 2010. It might be helpful -- I switched jobs
4 many times. So, in trying to get up to speed
5 in a new position, I try to talk to as many of
6 the in-house people that know the business
7 very well. And I react very quickly to the --
8 you know, if I see inquiries coming in from
9 the marketplace. So, with that in mind, I try
10 to come up to speed with what are the market
11 issues that were occurring, you know, at that
12 point in time, and that's when I started to
13 learn about the issues of mortgages in
14 general.

15 And then specifically when
16 inquiries would come in on a Countrywide deal,
17 specifically about Countrywide, so it became
18 clearer and clearer to me.

19 So, there's not a point in time
20 that I sat down and realized, oh, this is a
21 situation with Countrywide in its particular,
22 you know, space.

■ ■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

- [REDACTED]
- ■ [REDACTED]
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- [REDACTED]

1 A. Not that I recall.

2 Q. Have you ever read this report in
3 its entirety?

4 A. Not that I recall.

5 Q. Are you aware that RRMS Advisors
6 also did a report on the servicing provisions
7 of the Settlement Agreement?

8 A. In general, yes, but no details.

9 Q. Have you ever read that report in
10 its entirety?

11 A. Not that I recall.

12 Q. Are you aware that Professor Dames
13 of Stamford also wrote a report for the Bank
14 of New York Mellon in connection with this
15 settlement?

16 A. I'm aware.

17 Q. Have you ever read that report in
18 its entirety?

19 A. I have not.

20 Q. Are you aware that Professor Adler,
21 with NYU, did two reports for the Bank of New
22 York Mellon in connection with this
23 settlement?

24 A. I am aware. I have not read the
25 reports.

1 Q. Now, are you aware that Capstone
2 Valuation Services did a report for Bank of
3 New York Mellon in connection with a
4 settlement?

5 A. I am aware, but I've not read that
6 report, that I recall.

7 Q. If we look at Exhibit 154 and turn
8 to page 8. And actually, I'll ask you to look
9 at page 7 first and do you just see at the top
10 of page 7 where he says "recommendation"?

11 A. Yes.

12 Q. And in that section he says, "As
13 per my analysis below, the settlement range of
14 approximately 8.8 to \$11 billion is reasonable
15 without applying any legal haircuts," correct?

16 A. Correct.

17 Q. And then he explains, in the next
18 section, his methodology in calculations; is
19 that correct?

20 A. Correct.

21 Q. And then if we turn to page 8, the
22 top paragraph, he talks about breach and
23 success rates. Do you see that?

24 A. Yes.

25 Q. Do you understand what those terms

[Redacted]

[Redacted]

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[Redacted text block containing multiple lines of blacked-out content, including bulleted points and sub-points.]

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3 (Exhibit 13, document bearing
4 bates label BNYM_CW-00217617857,
5 marked for identification.)

6 Q. Handing you what's previously been
7 entered as Exhibit 13. And I'm going to --
8 first of all, looking at the cover page, do
9 you see that this is a pooling and servicing
10 agreement?

11 A. Yes.

12 Q. And it's for Trust CWALT2005-35CB?

13 A. Okay; yes.

14 Q. And if you'll turn with me, please,
15 to page 94, and I'm using the page numbers in
16 the middle of the page. And I'm specifically
17 going to ask you about Section 6.04.

18 If you wouldn't mind, take a moment
19 to read it and let me know when you're ready.

20 A. Okay.

21 Q. The this Section 6.04 of the PSA
22 discusses a circumstance under which the
23 master servicer can resign as master servicer
24 of this trust; is that correct?

25 A. That's the way I would read it.

1 Q. And the original master servicer
2 under this PSA was Countrywide Home Loan
3 Servicing L.P.; is that correct?

4 MR. INGBER: Objection; the
5 document speaks for itself.

6 A. I assume that's accurate.

7 MR. INGBER: Don't assume.

8 Q. You can reference the first page,
9 if it would help.

10 A. That's what the first page says.

11 Q. And eventually you're aware, aren't
12 you, that Countrywide eventually merged into
13 Bank of America?

14 MR. INGBER: Objection to form.

15 A. I know they combined. I don't know
16 what legal structure it took.

17 Q. Fair enough. But they did combine
18 through some form?

19 MR. INGBER: Objection to form.

20 A. That's what I read in the papers.

21 Q. And after that happened, to your
22 knowledge, BAC Home Loan Servicing took over
23 as master servicer; is that correct?

24 A. I don't specifically recall, but I
25 understand that to be the case.

1 Q. To the best of your knowledge, is
2 that the case?

3 A. Correct, to the best of my
4 knowledge.

5 Q. If we go back to Section 6.04 on
6 page 94, I'm going to just draw your attention
7 to the last sentence, and I'll read it and
8 then you can just let me know if I read it
9 correctly.

10 It says, "No such resignation shall
11 become effective until the trustee or a
12 successor master servicer shall have assumed
13 the master servicer's responsibilities, duties
14 liabilities and obligations hereunder."

15 Did I read that correctly?

16 A. Yes.

17 Q. To your knowledge, when BAC Home
18 Loan Servicing became master servicer, did
19 Bank of New York Mellon assume the master
20 servicing liabilities of Countrywide Home Loan
21 Servicing?

22 MR. INGBER: Object to form.

23 A. Please say it again.

24 Q. To your knowledge, when the change
25 of master servicer occurred, did Bank of New

1 I'm going to be going to page 68
2 and I'm going to specifically be asking you
3 about Subsection B, which begins on the last
4 paragraph of page 68 and extends over to 69.

5 My question will be limited to that
6 first paragraph. Feel free to read the entire
7 section if you want and let me know when
8 you're ready. This is Section 3.11B, correct?

9 A. 3.11, correct.

10 Q. And this section deals with the
11 conditions under which the master servicer can
12 modify a mortgage loan?

13 MR. INGBER: Objection; the
14 document speaks for itself.

15 A. Correct, that's what it says.

16 Q. And do you agree with me that it
17 lays out certain conditions under which the
18 master servicer can modify a loan?

19 A. That's the way it reads.

20 Q. And if we look to little Romanette
21 three, the three little I's parenthetical, one
22 of the conditions is that -- and I'm going to
23 read from the document here, "The master
24 servicer purchases the modified mortgage loan
25 from the trust fund as described below."

1 Do you agree that that's what that
2 says?

3 A. Correct.

4 Q. And the remainder of the section
5 describes the purchase of the modified
6 mortgage loan?

7 A. Correct.

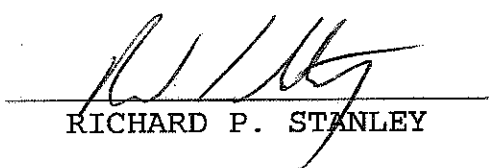
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MR. INGBER: Thank you.

THE VIDEOGRAPHER: The time is
5:38 p.m. We are off the record.
(Whereupon, an off-the-record
discussion was held.)

(Whereupon, at 5:38 p.m., the
Examination of this Witness was
concluded.)


RICHARD P. STANLEY

Subscribed and sworn to before me
This 15 day of March, 2013.


NOTARY PUBLIC

Tamara L. Nolbers
Notary Public State of New York
No. 01WO6177935
Qualified in Nassau County
Commission Expires 11/19/2015

1 ERRATA SHEET FOR THE TRANSCRIPT OF:
 In the matter of the Application of The Bank of New York
 2 Case Name: Mellon, et al, for an order pursuant to CPLR 7701...
 Index NO. 651786/2011
 3 Dep. Date: January 8, 2013
 Deponent: Richard P. Stanley

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18
 19 SUBSCRIBED AND SWORN BEFORE ME,

20 This 15 day of March, 2013.

21 Tamara L. Molbers
 22 Notary Public

23 My Commission Expires: 11/19/2015

Tamara L. Molbers
 Notary Public State of New York
 No. 01WO6177935
 Qualified in Nassau County
 Commission Expires 11/19/2015

24
 25

ERRATA SHEET FOR THE TRANSCRIPT OF:

In the matter of the Application of The Bank of New York

Case Name: *Mellon, et al., for an order Pursuant to CPLR 7701...*

Index No. 051786/2011

Dep. Date: *January 8, 2013*

Deponent: *Richard P. Stanley*

| Pg. | Ln. | Now Reads | Should Read | Reason |
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| 190 | ¹⁵ throughout | <i>Lynn</i> | <i>Lin</i> | <i>misspelling</i> |
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| 227 | 12 | <i>Dames</i> | <i>Daines</i> | <i>Misspelling</i> |
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| 227 | 13 | <i>Stamford</i> | <i>Stanford</i> | <i>misspelling</i> |
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| 238 | 4 | <i>CW-00217617857</i> | <i>CW-00217617-857</i> | <i>Transcription error</i> |
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| 267 | 20 | <i>Bail' ease</i> | <i>Bailey's</i> | <i>Transcription error</i> |
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| 276 | 18 | <i>Forbearance? I'm?</i> | <i>Forbearance?</i> | <i>Transcription error</i> |
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| 276 | 19 | <i>Not aware</i> | <i>I'm not aware</i> | <i>Transcription error</i> |
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| 278 | 25 | <i>the 00</i> | <i>the</i> | <i>Transcription error</i> |
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| 281 | 21 | <i>went</i> | <i>when</i> | <i>Transcription error</i> |
|-----|----|-------------|-------------|----------------------------|

[Signature]

SUBSCRIBED AND SWORN BEFORE ME,

This 15 day of March, 2013.

Tamara L. Wolbers
Notary Public

My Commission Expires: 11/19/2015

Tamara L. Wolbers
Notary Public State of New York
No. 01WO6177935
Qualified in Nassau County
Commission Expires 11/19/2015

ERRATA SHEET FOR THE TRANSCRIPT OF:

In the matter of the application of the Bank of
 Case Name: New York Melb, et al, for an order pursuant to
 CPLR 7701
 Dep. Date: January 8, 2013
 Deponent: Richard P. Stanley

| Pg. | Ln. | Now Reads | Should Read | Reason |
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| 40 | 17 | WONG | RUANE | Party Name |
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| 124 | 16 | material | Decker | Transcription error |
| 128 | 16 | responsive | Responsible | " " |
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| 131 | 23 | damages | DAG | " " |
| 185 | 16 | proving | improving | " " |
| 190 | 6 | million | billion | " " |
| 190 | 7 | million | billion | " " |
| 224 | 7 | million | billion | " " |
| 224 | 10 | million | billion | " " |
| 224 | | | | |

[Handwritten Signature]

SUBSCRIBED AND SWORN BEFORE ME,

This 16 day of March, 2013.

Tamara L. Wolbers
 Notary Public

My Commission Expires: 11/19/2015

Tamara L. Wolbers
 Notary Public State of New York
 No. 01WO6177935
 Qualified in Nassau County
 Commission Expires 11/19/2015

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mingber@mayerbrown.com

January 16, 2013

VIA ELECTRONIC MAIL

TO: STEERING COMMITTEE

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

Dear Counsel:

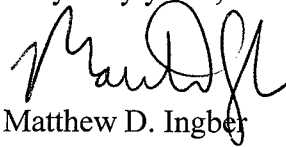
Pursuant to Paragraph 2(c) of the protective order signed by the parties and so ordered by Justice Kapnick on June 14, 2012 (the "Protective Order"), The Bank of New York Mellon designates the following portions of the deposition of Richard Stanley as "Confidential," as it is defined in the Protective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

| January 8, 2013 Transcript Page/Line Designation |
|---|
| 9:21-17:5 |
| 25:14-40:11 |
| 44:9-57:25 |
| 58:10-89:8 |
| 89:18-109:14 |
| 109:25-130:9 |
| 130:21-167:13 |
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| 198:11-200:18 |
| 201:2-263:14 |
| 264:2-285:13 |

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

Very truly yours,

A handwritten signature in black ink, appearing to read "Matthew D. Ingber". The signature is fluid and cursive, with a large, stylized initial "M".

Matthew D. Ingber

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1675 Broadway
New York, New York 10019-5820

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Main Fax +1 212 262 1910
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Matthew D. Ingber
Direct Tel +1 212 506 2373
Direct Fax +1 212 849 5973
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

Mayer Brown LLP

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EXHIBIT A

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