

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), BlackRock Financial Management Inc. (intervenor), Kore Advisors, L.P. (intervenor), Maiden Lane, LLC (intervenor), Metropolitan Life Insurance Company (intervenor), Trust Company of the West and affiliated companies controlled by The TCW Group, Inc. (intervenor), Neuberger Berman Europe Limited (intervenor), Pacific Investment Management Company LLC (intervenor), Goldman Sachs Asset Management, L.P. (intervenor), Teachers Insurance and Annuity Association of America (intervenor), Invesco Advisors, Inc. (intervenor), Thrivent Financial for Lutherans (intervenor), Landesbank Baden-Wuerttemberg (intervenor), LBBW Asset Management (Ireland) plc, Dublin (intervenor), ING Bank fsb (intervenor), ING Capital LLC (intervenor), ING Investment Management LLC (intervenor), Nationwide Mutual Insurance Company and its affiliated companies (intervenor), 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 (intervenor), Federal Home Loan Bank of Atlanta (intervenor), Bayerische Landesbank (intervenor), Prudential Investment Management, Inc. (intervenor), and Western Asset Management Company (intervenor),

Petitioners,

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

Index No. 651786-2011

Kapnick, J.

Upon the application of the Petitioners and the Steering Committee on behalf of certain of the Intervenor-Respondents and Objectors¹, and this Court having determined that entry of a protective order setting forth procedures to govern the disclosure and use of documents at the pre-trial stage of these proceedings will facilitate the efficient production of large numbers of documents in the litigation presently pending in this Court (“this Action”), and that the

¹ The Steering Committee consists of the law firms Reilly Pozner LLP, Grais & Ellsworth LLP, Keller Rohrbach LLP, and Miller & Wrubel P.C. The Steering Committee signs this Proposed Protective Order on behalf of the Intervenor-Respondents and Objectors, except the following entities: Delaware Department of Justice; the New York State Office of the Attorney General; the Federal Housing Finance Agency; the National Credit Union Administration Board; Vertical Capital.

protection of certain documents and information at this stage of the litigation is likely to be appropriate under prevailing law, IT IS HEREBY ORDERED that the following procedures shall be adopted for the protection, during the pre-trial stage of this Action, of documents and information produced in discovery and, unless otherwise ordered by the Court, shall be binding on all parties to these proceedings, including, but not limited to, the Intervenor-Respondents and Objectors that are not represented by the Steering Committee:

1. As used herein:

(a) “Discovery Materials” shall mean all documents, data, answers to interrogatories, responses to requests for admission, deposition testimony, deposition transcripts and exhibits, other responses to requests for information and/or other written information, produced in response to discovery requests in this Action.

(b) “Producing Party” shall mean the parties to this action and any third-parties producing Discovery Materials.

(c) “Receiving Party” shall mean the Petitioners, Intervenor and Objectors to this action and/or any non-party receiving “Discovery Materials.”

(d) “Confidential Information” shall mean Discovery Materials that the Producing Party designates in good faith as “CONFIDENTIAL,” meaning that those Discovery Materials contain (i) proprietary information, trade secrets, other competitively sensitive information, or other confidential research, development, or commercial information, (ii) non-public information of a personal or private nature, or (iii) nonpublic personal information (“NPPI”) as that term is defined by the Gramm-Leach-Bliley Act (“GLBA”), and its implementing regulations including but not limited to any portion of any document, including a mortgage loan file, which includes financial or credit

information for any person (including any credit history, credit report or credit score obtained on any such person to determine the individual's eligibility for credit) together with personally identifiable information with respect to such person, including, but not limited to, name, address, Social Security number, loan number, telephone number, and place or position of work. The Receiving Parties agree, on their own behalf and on behalf of any person or entity to whom they furnish, show or disclose NPPI, to abide by all federal, state and local laws prohibiting the use and dissemination of such nonpublic personal information. The Receiving Parties further agree that they and any person or entity to whom they furnish, show or disclose NPPI shall not subpoena or otherwise contact any borrower identified in the NPPI, without leave of court. In addition, "Confidential Information" shall also mean Discovery Materials that the Producing Party designates in good faith as "CONFIDENTIAL—Attorneys' Eyes Only," which shall only be used to the extent that production of Discovery Materials would reveal the Producing Party's trade secret trading or investment strategies, such as trade tickets, trade confirmation, trade blotters, or lists of asset holdings. Extracts and summaries of Confidential Information, and information derived from Confidential Information, shall also be treated as Confidential Information.

2. Any Producing Party may designate Discovery Materials produced in connection with this Action as Confidential Information by:

(a) Stamping or inscribing on each page of the pertinent Discovery Materials the word "CONFIDENTIAL" or "CONFIDENTIAL—Attorneys' Eyes Only."

(b) If it is difficult to designate Confidential Information as such on the face of the document or information, then some other method (by mutual agreement of the parties) may be used to indicate its confidentiality.

(c) So designating portions of a deposition or deposition exhibits either during the deposition or by written notice to the court reporter and all counsel of record within ten (10) business days after the reporter sends the transcript or written notice that the transcript is available for review. The court reporter shall be instructed to separately bind the Confidential Information portion and to mark the caption page of such portion “CONFIDENTIAL” or “CONFIDENTIAL—Attorneys’ Eyes Only.” Until the ten (10) business day period expires, or until a party makes its designations, all deposition transcripts shall be treated as Confidential Information.

3. Except with the prior written consent of the Producing Party or by Order of the Court, information designated as “CONFIDENTIAL” shall not be furnished, shown or disclosed to any person or entity except to:

(a) personnel of a party actually engaged in assisting in the preparation of this Action for trial or other proceeding herein and who have been advised of their obligations hereunder; for the avoidance of doubt, such personnel of one party may share information designated as “CONFIDENTIAL” with such personnel of another party who are also bound by this Order;

(b) directors, partners, employees, officers, consultants, representatives, or affiliates of a party who are actually engaged in assisting in the preparation of this Action for trial or other proceeding herein and who are bound by this Order;

(c) counsel who have appeared in this Action for any party and other counsel who are providing advice or otherwise working on this matter, as well as paralegals and other professional personnel (including support staff) who are directly assisting such counsel in the preparation of this Action for trial or other proceeding herein, are under the supervision or control of such counsel, and who have been advised by such counsel of their obligations hereunder;

(d) expert witnesses or consultants retained by the parties or their counsel to furnish technical or expert services in connection with this Action or to give testimony with respect to the subject matter of this Action at the trial of this Action or other proceeding herein; provided, however, that such Confidential Information is furnished, shown or disclosed in accordance with paragraph 6 hereof;

(e) the Court and court personnel, including deposition and court reporters;

(f) deposition witnesses, if Confidential Information is furnished, shown or disclosed in accordance with paragraph 7 hereof;

(g) auditors or regulators of a party as required by law, rule, or regulation without imposing any restrictions or conditions on the parties' necessary and appropriate communications with their regulators; and

(h) any other person agreed to by the parties in writing.

4. Except with the prior written consent of the Producing Party or by Order of the Court, information designated as "CONFIDENTIAL—Attorneys' Eyes Only" shall not be furnished, shown or disclosed to any person or entity except to:

(a) outside counsel who have appeared in this Action for any party, as well as paralegals and other professional personnel (including support staff) who are directly

assisting such outside counsel in the preparation of this Action for trial or other proceeding herein, are under the supervision or control of such counsel, and who have been advised by such counsel of their obligations hereunder;

(b) expert witnesses or consultants retained by the parties or their counsel to furnish technical or expert services in connection with this Action or to give testimony with respect to the subject matter of this Action at the trial of this Action or other proceeding herein; provided, however, that such Confidential Information is furnished, shown or disclosed in accordance with paragraph 6 hereof;

(c) the Court and court personnel, including deposition and court reporters;

(d) deposition witnesses, if Confidential Information is furnished, shown or disclosed in accordance with paragraph 7 hereof; and

(e) any other person agreed to by the parties in writing.

5. Confidential Information shall be utilized by the Receiving parties and their counsel only for purposes of this Action and for no other purposes. Nothing set forth in this Order shall preclude the Receiving Parties from seeking or the Producing Party from producing the Confidential Information through discovery in another lawsuit or the Producing Party from objecting to any such discovery request, nor from requesting additional protections from disclosure during a hearing or at trial in this Action. The fact that a party received information pursuant to this Order shall not be used to disqualify that party's counsel in another lawsuit, nor to assert that a party is precluded from pursuing any claim or defense in another lawsuit.

6. Before any disclosure of Confidential Information is made to an expert witness or consultant pursuant to paragraph 3(d) hereof, counsel for the Receiving Party that wishes to

make such disclosure shall obtain the expert's written agreement, in the form of Exhibit A attached hereto, to comply with and be bound by the terms of this Agreement.

7. This Order shall not preclude counsel for the parties from using during or in preparation for any deposition in this Action any documents or information which have been designated as "Confidential Information" under the terms hereof. Any deposition witness, or individual that has been designated as a deposition witness, who is given access to Confidential Information shall, prior thereto, be provided with a copy of this Protective Order and shall execute Exhibit A attached hereto. The requirement that a witness execute Exhibit A before receiving access to Confidential Information shall not apply where the witness is an employee, agent, or designee of the Producing Party. Counsel for the party obtaining the executed copy of Exhibit A shall supply a copy to counsel for the other party upon request by that party.

8. Any party seeking to file documents of any nature, including, but not limited to, briefs constituting, referring to, containing, appending, summarizing, or excerpting information or materials designated "CONFIDENTIAL" or "CONFIDENTIAL—Attorneys' Eyes Only" with the Court must obtain leave of Court. Any sealing request shall include a party's proposed redactions. If leave is granted, the party shall file (1) redacted copies electronically; and unredacted copies with the Court in accordance with Section 216 of Uniform Rules for New York State Trial Courts. If the request is granted, the party shall file with the NYSCEF system, a Notification for Sealing in Electronically-Filed Case, together with the a copy of the court's order in accordance with the Supreme Court, Civil Branch New York Court Protocol on Courthouse Procedures for Electronically Filed Cases (the "Protocol") (available at <http://www.nycourts.gov/supctmanh/e-filing.htm>). If a party must file a document marked

CONFIDENTIAL while the sealing request is pending before the court, the filing party will take all steps necessary to designate such document as “secure” in accordance with the Protocol.

9. Should the need arise for any of the parties to disclose Confidential Information during any hearing or trial before the Court, including through argument or the presentation of evidence, such party may do so only after (i) providing reasonable notice to the Producing Party of its intent to disclose Confidential Information and (ii) taking such steps as the Court, upon motion of the Producing Party, shall deem necessary to preserve the confidentiality of such Confidential Information.

10. Any person receiving Confidential Information shall not disclose such information to or with any person not entitled to receive such information under the terms hereof.

11. If a Receiving Party (i) receives a subpoena or other compulsory process commanding the production of materials designated “CONFIDENTIAL” or “CONFIDENTIAL—Attorneys’ Eyes Only” in another action; or (ii) is served with a demand in another action to which it is a party by one not a party to the Action, which seeks the discovery of materials designated “CONFIDENTIAL” or “CONFIDENTIAL—Attorneys’ Eyes Only” by a Producing Party, the following procedure shall apply:

- (a) except where prohibited by law, the subpoenaed person or Party shall promptly:
 - (i) give notification in writing of such fact to the attorneys of record of the Producing Party at least fourteen (14) days before any disclosure;
 - (ii) furnish such attorneys of record with a copy of such subpoena, process or order;

- (iii) give the Producing Party an adequate opportunity to take whatever steps it deems necessary to prevent, limit the scope of, or contest the disclosure; and
 - (iv) provide reasonable cooperation to the Producing Party with respect to any procedure instituted by the Producing Party to protect the confidentiality of the documents.
- (b) If the Producing Party makes a motion to quash or modify the subpoena, compulsory process or demand, the subpoenaed party shall not disclose any document designated as “CONFIDENTIAL” or “CONFIDENTIAL—Attorneys’ Eyes Only” by the Producing Party except as required by an order or other process of the court having jurisdiction over the matter, and then only in accordance with such order or process. Nothing herein shall require a Receiving Party to violate a Court Order requiring the production of Confidential Information.

12. Any document or information that may contain Confidential Information that has been inadvertently produced without identification as “CONFIDENTIAL” or “CONFIDENTIAL—Attorneys’ Eyes Only” may be so designated by the party asserting the confidentiality privilege by written notice to the counsel for the Receiving parties identifying the document or information as “CONFIDENTIAL” or “CONFIDENTIAL—Attorneys’ Eyes Only” within a reasonable time following the discovery that the document or information has been produced without such designation. The production or disclosure of Confidential Information shall not constitute a waiver of any party’s right to object to the production or disclosure of other information in this Action or in any other action.

13. Nothing herein shall be deemed to waive any privilege recognized by law, or shall be deemed an admission as to the admissibility in evidence of any facts or documents revealed.

14. The inadvertent or unintentional production of a document or other disclosure of any document or information that the Producing Party contends is subject to the attorney-client privilege, the work-product doctrine or any other privilege or immunity and shielded from disclosure shall not be deemed to be a waiver, in whole or in part, of the claim of privilege or protection, either as to the specific document or the information disclosed or as to any other document or information relating thereto. Within seven (7) business days after the discovery of the inadvertent production, the Producing Party shall provide written notice to the Receiving Party that privileged documents or information have been inadvertently produced or disclosed and request the return of such documents of information. The Receiving Party must promptly return, sequester or destroy the documents or information identified by the Producing Party as containing privileged or protected information, and take all reasonable steps to seek the return of any copies of the privileged or protected information. Any challenge to the claim of privilege or protection shall be made in writing, no more than ten (10) days after receipt of the written notice described above. The Receiving Party may not make any disclosure of the documents or information identified by the Producing Party as containing privileged or protected information, or information gleaned from such documents or information, in connection with this Action or for any other purpose until the claim of privilege or protection is resolved against the Producing Party asserting it (even if such a disclosure were otherwise permissible hereunder).

15. Within sixty (60) days after the final termination of this Action by settlement or exhaustion of all appeals, all Confidential Information produced or designated and all reproductions thereof, shall be returned to the Producing Party or shall be destroyed, at the

option of the Producing Party, except to the extent such return or destruction is prohibited by law, rule, or regulation. In the event that the Producing Party requests that the Receiving Party destroy physical objects and documents, the Receiving Party shall certify in writing within sixty (60) days of the final termination of this Action that it has undertaken its best efforts to destroy such physical objects and documents, and that such physical objects and documents have been destroyed to the best of its knowledge. Notwithstanding anything to the contrary, counsel of record for the parties may retain one copy of documents constituting work product, a copy of pleadings, motion papers, discovery responses, deposition transcripts and trial exhibits. This Protective Order shall not be interpreted in a manner that would violate any applicable canons of ethics or codes of professional responsibility. Nothing in this Protective Order shall prohibit or interfere with the ability of counsel for any party, or of experts specially retained for this case, to represent any individual, corporation, or other entity adverse to any party or its affiliate(s) in connection with any other matters.

16. This Order is without prejudice to the right of any party to apply to the Court for a determination, for good cause shown, that: (a) purported Confidential Information is not in fact confidential, (b) persons not provided for in this Order may or may not receive Confidential Information, or (c) this Order be supplemented or modified in any manner or vacated. If a party to this Order disagrees, in full or in part, with a Producing Party's designation of Confidential Information, such party shall notify the Producing Party in writing stating the basis for its disagreement, and the Producing Party shall thereafter state the basis for the designation of the Confidential Information. If the parties are unable to reach agreement on the proper designation of the Confidential Information, the party objecting to the designation may move the Court for an order removing the designation. The Producing Party shall bear the burden of showing that


challenged documents are due designation as Confidential Information. While such a motion is pending, and unless and until the Court orders that the designation was not correct, the Discovery Material in question shall be treated as Confidential Information.

17. Nothing in this Order shall impose any restrictions on the use or disclosure by any party of documents, information, or material obtained lawfully by such party independently of this discovery process.

18. All documents produced pursuant to the Agreement Regarding Confidential Information, dated October 25, 2011, shall be governed by the provisions of this Order as though the material produced pursuant to the Parties' Agreement Regarding Confidential Information was produced pursuant to this Order.

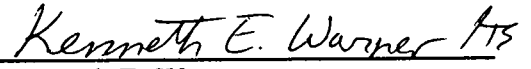
19. This Agreement shall continue to be binding after the conclusion of this Action.

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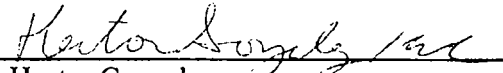
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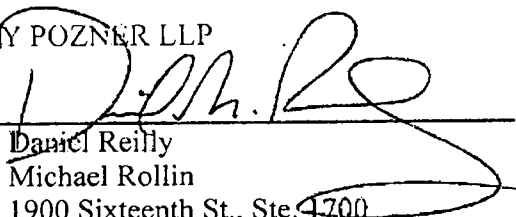
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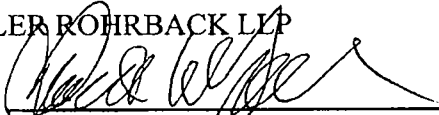
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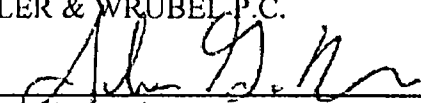
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IT IS SO ORDERED.

Dated this 14th day of June, 2012



The Honorable Barbara R. Kapnick

**BARBARA R. KAPNICK
J.S.C**

EXHIBIT A

SUPREME COURT OF THE STATE OF NEW YORK
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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), BlackRock Financial Management Inc. (intervenor), Kore Advisors, L.P. (intervenor), Maiden Lane, LLC (intervenor), Metropolitan Life Insurance Company (intervenor), Trust Company of the West and affiliated companies controlled by The TCW Group, Inc. (intervenor), Neuberger Berman Europe Limited (intervenor), Pacific Investment Management Company LLC (intervenor), Goldman Sachs Asset Management, L.P. (intervenor), Teachers Insurance and Annuity Association of America (intervenor), Invesco Advisors, Inc. (intervenor), Thrivent Financial for Lutherans (intervenor), Landesbank Baden-Wuerttemberg (intervenor), LBBW Asset Management (Ireland) plc, Dublin (intervenor), ING Bank fsb (intervenor), ING Capital LLC (intervenor), ING Investment Management LLC (intervenor), Nationwide Mutual Insurance Company and its affiliated companies (intervenor), 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 (intervenor), Federal Home Loan Bank of Atlanta (intervenor), Bayerische Landesbank (intervenor), Prudential Investment Management, Inc. (intervenor), and Western Asset Management Company (intervenor),

Petitioners,

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

Index No. 651786-2011

Kapnick, J.

Agreement to Respect Confidential Material

I, _____, state that:

1. My address is _____.
 2. My present employer is _____.
 3. My present occupation or job description is _____.
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4. I have received a copy of the Protective Order entered in the above-entitled action on _____.
5. I have carefully read and understand the provisions of the Protective Order.
6. I will comply with all of the provisions of the Protective Order.
7. I will hold in confidence, will not disclose to anyone not qualified under the Protective Order, and will use only for purposes of this Action, any Confidential Information that is disclosed to me.
8. I will return all Confidential Information that comes into my possession, and documents or things that I have prepared relating thereto, to counsel for the party by whom I am employed or retained, or to counsel from whom I received the Confidential Information, except such Confidential Information as may be required to be retained pursuant to law, rule, regulation, or written retention policy.
9. I hereby submit to the jurisdiction of this court for the purpose of enforcement of the Protective Order in this Action.

Dated: _____