

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.

**AFFIRMATION OF
DANIEL M. REILLY IN
SUPPORT OF OTSC
WHY THE COURT
SHOULD NOT
VACATE THE INSIDE
INSTITUTIONAL
INVESTORS'
DISCOVERY
DEMANDS**

I, Daniel M. Reilly, hereby affirm under the penalty of perjury that the following is true and correct:

1. I am a member of the Bar of the State of Colorado and admitted to appear before this Court *pro hac vice*, and I am a partner of Reilly Pozner LLP, counsel for the AIG entities in this matter. I am familiar with the matters referenced herein and submit this affirmation in support of the Intervenor's Memorandum of Law in Support of Order to Show Cause Why the Court Should Not Vacate the Inside Institutional Investors' Discovery Demands ("Memorandum in Support").

2. AIG is one of several Intervenor-Respondents (collectively with potential objectors, "Intervenors") in this matter and my firm is a member of the Steering Committee. I submit this Affirmation in support of Intervenor's motion for an order pursuant to CPLR § 3103 (a) vacating, in their entirety, all of the document requests and deposition notices served on Intervenor by the Inside Institutional Investors on March 11, 2013, and (b) awarding such other and further relief as the Court may deem just and proper.

3. On February 26, 2013, the Court entered an Amended Scheduling Order in this matter (Doc. No. 526).

4. The Amended Scheduling Order provides that May 3, 2013 is the deadline for Intervenor-Respondents to object to the proposed settlement and the commencement of objector discovery.

5. On March 11, 2013, the Inside Institutional Investors propounded requests for the production of documents and notices of oral examination via email on Intervenor-Respondents.

6. Counsel for Intervenor-Respondents have satisfied the requirement found in N.Y. Ct. Rules § 202.7 of conferring in good faith prior to seeking relief from the Court. On March 28, 2013, I sent a meet and confer email to counsel for the Inside Institutional Investors regarding the relief requested in this Order to Show Cause. Counsel for the Inside Institutional Investors and counsel for many of the Intervenor-Respondents and potential objectors joining this motion, including myself, had a meet and confer conference call the morning of April 1, 2013. Intervenor-Respondents requested that the Inside Institutional Investors withdraw the discovery requests in their entirety, re-serving if necessary on or after May 3, 2013, as contemplated by the Amended Scheduling Order. Counsel for the Inside Institutional Investors, Ms. Patrick, declined to do so. Ms. Patrick indicated, contrary to the cover letter that was served along with the discovery requests, that Intervenor-Respondents are not required to state whether they will comply with the discovery requests prior to May 3. Nonetheless, out of an abundance of caution and because the Inside Institutional Investors did not agree to voluntarily withdraw the requests, Intervenor-Respondents respectfully request the Court vacate the discovery demands in their entirety for the reasons discussed in the Memorandum in Support filed contemporaneously with this Affirmation.

7. Attached as Exhibit 1, is a true and accurate copy of counsel for the Inside Institutional Investors' Letter to AIG's counsel enclosing the Inside Institutional Investors' Discovery Demands (Mar. 11, 2013).

8. Attached as Exhibit 2, is a true and accurate copy of the Inside Institutional Investors' First Set of Requests for Documents that accompanied Ex. 1 (Mar. 11, 2013).

9. Attached as Exhibit 3, is a true and accurate copy of the Inside Institutional Investors' Notice of Oral Examination that accompanied Ex. 1 (Mar. 11, 2013).

10. Attached as Exhibit 4, is a true and accurate copy of the relevant portion of transcript excerpts from the February 7, 2013 hearing.

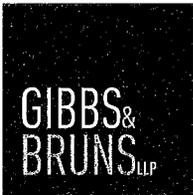
11. Intervenors have made no previous application for the same or similar relief.

Dated this 1st day of April, 2013.



Daniel M. Reilly

Exhibit 1



Kathy D. Patrick
kpatrick@gibbsbruns.com
713.751.5253

March 11, 2013

Via U.S. Mail

Daniel Reilly
Michael Rollin
Reilly Pozner LLP
1900 Sixteenth St., Suite 1700
Denver, Colorado 80202
Counsel for AIG Entities

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

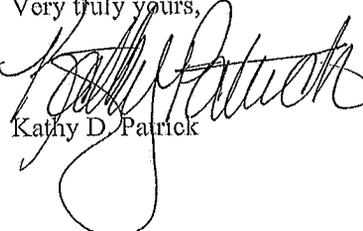
Dear Counsel:

As you know, pursuant to the Amended Scheduling Order issued by Justice Kapnick in the above-entitled proceeding [Docket No. 526], the deadline to object to the Settlement is May 3, 2013. Likewise, under the Amended Scheduling Order, discovery of objectors commences on May 3, 2013. The Institutional Investors intend to seek discovery from any objectors, in the form of depositions and document requests.

To provide objectors an adequate opportunity to comply with and respond to these discovery requests within the time allotted for discovery from objectors, the Institutional Investors are serving these discovery requests on all intervenors, proposed intervenors, and objectors at this time. The response date for the Request for the Production of Documents is May 3, 2013. We also intend to take the oral deposition of a corporate representative of each objecting party, on the date specified in the enclosed notice. The Institutional Investors reserve the right to amend or supplement these requests.

If you do not object to the Settlement by May 3, 2013, you may ignore these discovery requests. For those who still contemplate a possible objection, please confirm by April 1, 2013 that you intend to respond and produce documents on May 3, 2013, and make a witness available for a deposition prior to the May 30 hearing.

Please let me know if you have any questions.

Very truly yours,

Kathy D. Patrick

Enclosures

cc: Matthew D. Ingber

Exhibit 2

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 N.V. (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.

FIRST SET OF DOCUMENT REQUESTS TO OBJECTORS

TO: AIG Entities, by and through attorneys of record, Daniel Reilly and Michael Rollin, Reilly Pozner LLP, 1900 Sixteenth St., Suite 1700, Denver, Colorado 80202.

PLEASE TAKE NOTICE that, pursuant to Article 31 of the New York Civil Practice Law and Rules, you are required to, by May 3, 2013, produce and permit the Institutional Investors, or their undersigned attorneys, or someone acting on their behalf, to inspect and copy at the offices of Gibbs & Bruns LLP, 1100 Louisiana, Suite 5300, Houston, Texas 77002, the

documents and things described in the attached “Exhibit A” which are in your possession, custody, or control.

Dated: March 11, 2013

WARNER PARTNERS, P.C.

By: /s/ Kenneth E. Warner
Kenneth E. Warner
950 Third Avenue, 32nd Floor
New York, New York 10022
Phone: (212) 593-8000

GIBBS & BRUNS LLP
Kathy D. Patrick (*pro hac vice*)
Robert J. Madden (*pro hac vice*)
Scott A. Humphries (*pro hac vice*)
Kate Kaufmann Shih
1100 Louisiana, Suite 5300
Houston, Texas 77002
Phone: (713) 650-8805

Attorneys for Intervenor-Petitioners, BlackRock Financial Management Inc., Kore Advisors, L.P., Maiden Lane, LLC, Maiden Lane II, LLC, Maiden Lane III, LLC, Metropolitan Life Insurance Company, Trust Company of the West and affiliated companies controlled by The TCW Group, Inc., Neuberger Berman Europe Limited, PIMCO Investment Management Company LLC, Goldman Sachs Asset Management, L.P., as adviser to its funds and accounts, Teachers Insurance and Annuity Association of America, Invesco Advisers, Inc., Thrivent Financial for Lutherans, Landesbank Baden-Wuerttemberg, LBBW Asset Management (Ireland) plc, Dublin, ING Bank N.V., ING Capital LLC, ING Investment Management LLC, New York Life Investment Management LLC, as investment manager, Nationwide Mutual Insurance Company and its affiliated companies, 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, Federal Home Loan Bank of Atlanta, Bayerische

*Landesbank, Prudential Investment Management, Inc., and
Western Asset Management Company*

EXHIBIT A

DEFINITIONS AND INSTRUCTIONS

1. “You” and “Your” means each of: American International Group, Inc., American General Assurance Company, American General Life and Accident Insurance Company, American General Life Insurance Company, American General Life Insurance Company of Delaware, American Home Assurance Company, American International Life Assurance Company of New York, Chartis Property Casualty Company, Chartis Select Insurance Company, Commerce and Industry Insurance Company, First SunAmerica Life Insurance Company, Lexington Insurance Company, National Union Fire Insurance Company of Pittsburgh, PA, New Hampshire Insurance Company, SunAmerica Annuity and Life Assurance Company, SunAmerica Life Insurance Company, The Insurance Company of the State of Pennsylvania, The United States Life Insurance Company in the City of New York, The Variable Annuity Life Insurance Company, and Western National Life Insurance Company and each entity’s affiliates and subsidiaries.
2. “Article 77 Proceeding” means the above-entitled case pending in the Supreme Court of the State of New York before Justice Kapnick, under Index No. 651786-2011.
3. “Bank of America” means Bank of America Corporation and BAC Home Loans Servicing, LP and their successors and assigns, including their officers, employees, agents, and/or any person or entity acting on their behalf.
4. “BNY Mellon” means The Bank of New York Mellon and its successors and assigns, including its officers, employees, agents, and/or any person or entity acting on its behalf.
5. “Countrywide” means Countrywide Financial Corporation and Countrywide Home Loans, Inc. and their successors and assigns, including their officers, employees, agents, and/or any person or entity acting on their behalf.
6. “Covered Trusts” means the 530 residential mortgage-backed securitization trusts listed on Exhibit A to the Settlement Agreement.
7. “Hearing” means the final hearing on the Settlement, in accordance with the Amended Scheduling Order entered by the Court on February 26, 2013 [Docket No. 526] in the Article 77 Proceeding.
8. “Ineligible Loans” means loans which breach contractual representations and warranties made regarding those loans in Pooling and Servicing Agreements, Indentures, or similar agreements governing RMBS Trusts.
9. “Object” means Your filing of Your Objection.
10. “Objection” means the brief in opposition to the Settlement and notice of Your objection to the Settlement filed by You on or before May 3, 2013, in accordance with the

Amended Scheduling Order entered by the Court on February 26, 2013 [Docket No. 526] in the Article 77 Proceeding.

11. “Repurchase and Servicing Claims” means contractual claims associated with breaches of representation and warranties on mortgage loans sold to RMBS Trusts and contractual claims associated with deficient servicing of mortgage loans sold to RMBS Trusts.
12. “RMBS Trusts” means private-label residential mortgage-backed securities trusts.
13. “Settlement” means the Settlement Agreement between BNY Mellon, Bank of America, and Countrywide, executed on June 28, 2011, and all exhibits to the Settlement Agreement.
14. “Settlement Proceeds” means the \$8.5 billion payment to be distributed among the Covered Trusts in accordance with the Settlement.
15. “Document” is defined in the broadest possible sense permissible under applicable laws and/or the CPLR, and shall include, but not be limited to, any type of written, typewritten, printed, recorded, computer generated or graphic materials, however produced or stored, calendars, charges, checks, computer files, e-mails, facsimile transmissions, graphs, journals, letters, memoranda, notes, projections, spreadsheets, summaries or records of telephone or in person communications, voice-mail and all other media of electronic storage and communication. A draft or non-identical copy or copy with marginalia, notes, comments, or annotations of any kind is a separate document within the meaning of this term.
16. Your written responses to these requests should respond separately to each numbered demand for production below by: (1) providing a statement that you have complied (inclusive of Bates ranges) or will comply with the particular demand; or (2) providing a statement that you lack the ability to comply with the particular demand; or (3) providing any objection to the particular demand.
17. If you object to a request for production contained herein, state the basis for your objection with particularity. If you object to part of a request for production contained herein, specify the part to which you object and the basis for your objection with particularity, and answer the unobjectionable part of the request.
18. In producing any Documents requested herein, please furnish all Documents in your possession, custody, or control. “Possession, custody, or control” refers to all Documents, data compilations, tangible things, and other information obtainable by your order or direction, including those you have access to through others from whom you are entitled to receive the information, such as accountants, attorneys, consultants, investigators and any of your other agents, representatives, servants, or employees, or others engaged in any joint enterprise or partnership with you.

19. Every Document produced in response to the requests herein shall be produced in its entirety, without abbreviation, and shall include all attachments and matters affixed thereto, along with any and all drafts of the Document.
20. If you consider any Document falling within any of these requests to be privileged from discovery, you are directed to file and serve at the time you answer these requests for production a privilege log of all Documents withheld from production, identifying each Document as follows: (a) the type of Document; (b) its date; (c) addressor's or author's name, title and address; (d) addressee's name, title and address; (e) the name and address of each other Person to whom a copy of the Document was sent or shown; (f) a description of the Document, including its general nature or character; (g) the number of pages, the number of attachments or appendices, if any; (h) the present custodian of the document; and (i) the basis on which the Document is considered to be privileged from discovery. Where a requested Document contains allegedly privileged information, you are requested to produce those portions of the Document for which no privilege is claimed and to specifically identify on each such Document where material has been deleted or redacted.
21. If any document responsive to any of these requests was, but is no longer, in your possession or subject to your custody or control, state whether it is (a) missing or lost, (b) has been destroyed, (c) has been transferred, voluntarily or involuntarily to others, or (d) has been otherwise disposed of, and in each instance explain the circumstances surrounding such disposition thereof and state the date or approximate date thereof.
22. These requests for production are deemed continuing. If any information or documents sought by the requests are not learned about, or do not become available until after the requests are answered, or if the answers for any reason should later become incomplete or incorrect, there shall be a continuing duty on your part to supplement or change answers previously submitted pursuant to CPLR 3101(h).
23. Documents shall be produced as they are kept in the usual course of business or the documents shall be organized and labeled to correspond to the categories in these requests. In the case of documents that were already produced pursuant to federal, state, local government, or administrative requests, investigations, or subpoenas, those documents should be produced in the same manner as they were previously produced by You.
24. Documents shall be produced in such fashion as to identify the department, branch or office in whose possession it was located and, where applicable, the natural person in whose possession it was found and the business address of each document's custodian(s).
25. You are required to produce the original of each document requested together with all non-identical copies and drafts of each document. If the original of any document cannot be located and/or produced, provide a copy in lieu thereof, which shall be legible and bound or stapled in the same manner as the original, and produce all other non-identical

copies that differ from the original and from the other copies produced for any reason, including without limitation, the making of notes thereon.

26. Documents attached to each other in their original form should not be separated when produced. Any attachments to email messages should be produced with, and linked to, the attaching email.
27. All documents shall be Bates stamped and include the following metadata (to the extent applicable):
 - a. Document Date:
 - b. Document Created Date:
 - c. Document Modified Dates:
 - d. Time Sent:
 - e. To:
 - f. From:
 - g. Cc:
 - h. Bcc:
 - i. Subject
 - j. Filename
 - k. Doctype
 - l. Beg Bates
 - m. End Bates
28. All spreadsheets, including, without limitation, documents produced using Microsoft Excel, shall be produced in native format.
29. Documents not otherwise responsive to these requests shall be produced if such documents mention, discuss, refer to, or explain the Documents that are called for by these requests, or if such documents are attached to documents called for by the requests and constitute routing slips, transmittal memoranda or letters, comments, evaluations or similar materials.

REQUESTS FOR PRODUCTION

You are requested to produce the following:

1. All Documents containing information and analyses that were considered by You in deciding to Object to the Settlement.
2. All Documents reflecting internal communications and communications with Bank of America, BNY Mellon, or any third party regarding Your decision to Object to the Settlement.
3. All Documents reflecting communications between June 1, 2010 and June 28, 2011 between You, on the one hand, and Bank of America, BNY Mellon, or any holder or

holders of securities in the Covered Trusts on the other hand, regarding the Covered Trusts.

4. All Documents reflecting Your awareness of the press releases and other publicly available information relating to the negotiations which ultimately led to the Settlement.
5. All Documents reflecting Your communications between November 18, 2010 and June 28, 2011 concerning the negotiations which ultimately led to the Settlement.
6. All Documents reflecting communications between June 28, 2011 and the present between You, on the one hand, and any intervenor, proposed intervenor, or objector in the Article 77 Proceeding, on the other.
7. All Documents, information, witnesses, testimony, and analyses that You intend to present at the Hearing in support of your Objection to the Settlement.
8. All Documents reflecting Your analysis, assessment, or valuation, if any, of the claims proposed to be released by Paragraph 9 of the Settlement Agreement, including the Repurchase and Servicing Claims.
9. All Documents reflecting Your analysis or assessment, if any, of the number of Ineligible Loans in the Covered Trusts, and Your analysis or assessment, if any, of the realized and projected losses associated with such Ineligible Loans.
10. All Documents reflecting Your analysis or assessment, if any, of the total realized and projected losses incurred, or expected to be incurred, by the Covered Trusts.
11. All Documents reflecting Your analysis or assessment, if any, of potential legal defenses to the Covered Trusts' Repurchase and Servicing Claims against Countrywide or Bank of America, including, without limitation, defenses to claims of successor liability against Bank of America and causation defenses.
12. All Documents reflecting Your analysis or assessment, if any, of Countrywide's financial ability to satisfy a judgment against Countrywide in favor of the Covered Trusts.
13. All Documents reflecting Your analysis or assessment, if any, of the daily, weekly, or monthly cost to the Covered Trusts of delay in the distribution of Settlement Proceeds to the Covered Trusts.
14. All Documents reflecting Your efforts, if any, to resolve Your securities and fraud-related lawsuits and claims against Countrywide or Bank of America, if any, in exchange for Your withdrawal from the Article 77 Proceeding or non-objection to the Settlement.
15. All Documents reflecting Your efforts, if any, to prosecute any of the Covered Trusts' Repurchase or Servicing Claims against Countrywide or Bank of America, including any instructions, directions, or other correspondence You have provided to BNY Mellon in

connection with such efforts, whether undertaken derivatively or in coordination with BNY Mellon. This topic excludes any actions occurring within the Article 77 Proceeding.

16. All Documents reflecting Your efforts, if any, to declare an Event of Default relating to any Covered Trust at any time.
17. All Documents reflecting Your efforts, if any, to prosecute the Repurchase or Servicing Claims held by trustees of RMBS Trusts not included among the Covered Trusts, including any instructions, directions, or other correspondence You have provided to RMBS trustees in connection with such efforts, whether undertaken derivatively or in coordination with the trustees. This topic is not limited to Countrywide-issued RMBS Trusts.
18. Documents sufficient to determine Your holdings of, or control over, securities issued by any of the Covered Trusts, as of June 27, 2011 and the date of Your Objection, including, without limitation, documents, if any, reflecting investment management or advisory agreements governing voting authority with respect to such holdings.

Exhibit 3

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 N.V. (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.

NOTICE OF DEPOSITION UPON ORAL EXAMINATION

TO: AIG Entities, by and through attorneys of record, Daniel Reilly and Michael Rollin, Reilly Pozner LLP, 1900 Sixteenth St., Suite 1700, Denver, Colorado 80202

PLEASE TAKE NOTICE that, pursuant to Article 31 of the New York Civil Practice Law and Rules, you are directed to designate a witness or witnesses to appear and testify on your behalf with respect to the matters on which examination is requested listed in the attached "Exhibit A." The deposition will take place on May 3, 2013 commencing at 9:00 a.m., at the offices of Mayer Brown LLP, 1675 Broadway, New York, New York 10019. The deposition

will be taken before a videographer and court reporter authorized to administer oaths and will continue from day-to-day until completed.

Dated: March 11, 2013

WARNER PARTNERS, P.C.

By: /s/ Kenneth E. Warner
Kenneth E. Warner
950 Third Avenue, 32nd Floor
New York, New York 10022
Phone: (212) 593-8000

GIBBS & BRUNS LLP
Kathy D. Patrick (*pro hac vice*)
Robert J. Madden (*pro hac vice*)
Scott A. Humphries (*pro hac vice*)
Kate Kaufmann Shih
1100 Louisiana, Suite 5300
Houston, Texas 77002
Phone: (713) 650-8805

Attorneys for Intervenor-Petitioners, BlackRock Financial Management Inc., Kore Advisors, L.P., Maiden Lane, LLC, Maiden Lane II, LLC, Maiden Lane III, LLC, Metropolitan Life Insurance Company, Trust Company of the West and affiliated companies controlled by The TCW Group, Inc., Neuberger Berman Europe Limited, PIMCO Investment Management Company LLC, Goldman Sachs Asset Management, L.P., as adviser to its funds and accounts, Teachers Insurance and Annuity Association of America, Invesco Advisers, Inc., Thrivent Financial for Lutherans, Landesbank Baden-Wuerttemberg, LBBW Asset Management (Ireland) plc, Dublin, ING Bank N.V., ING Capital LLC, ING Investment Management LLC, New York Life Investment Management LLC, as investment manager, Nationwide Mutual Insurance Company and its affiliated companies, 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, Federal Home Loan Bank of Atlanta, Bayerische
Landesbank, Prudential Investment Management, Inc., and
Western Asset Management Company*

EXHIBIT “A” to Deposition Notice

DEFINITIONS

1. “You” and “Your” means each of: American International Group, Inc., American General Assurance Company, American General Life and Accident Insurance Company, American General Life Insurance Company, American General Life Insurance Company of Delaware, American Home Assurance Company, American International Life Assurance Company of New York, Chartis Property Casualty Company, Chartis Select Insurance Company, Commerce and Industry Insurance Company, First SunAmerica Life Insurance Company, Lexington Insurance Company, National Union Fire Insurance Company of Pittsburgh, PA, New Hampshire Insurance Company, SunAmerica Annuity and Life Assurance Company, SunAmerica Life Insurance Company, The Insurance Company of the State of Pennsylvania, The United States Life Insurance Company in the City of New York, The Variable Annuity Life Insurance Company, and Western National Life Insurance Company and each entity’s affiliates and subsidiaries.
2. “Article 77 Proceeding” means the above-entitled case pending in the Supreme Court of the State of New York before Justice Kapnick, under Index No. 651786-2011.
3. “Bank of America” means Bank of America Corporation and BAC Home Loans Servicing, LP and their successors and assigns, including their officers, employees, agents, and/or any person or entity acting on their behalf.
4. “BNY Mellon” means The Bank of New York Mellon and its successors and assigns, including its officers, employees, agents, and/or any person or entity acting on its behalf.
5. “Countrywide” means Countrywide Financial Corporation and Countrywide Home Loans, Inc. and their successors and assigns, including their officers, employees, agents, and/or any person or entity acting on their behalf.
6. “Covered Trusts” means the 530 residential mortgage-backed securitization trusts listed on Exhibit A to the Settlement Agreement.
7. “Hearing” means the final hearing on the Settlement, in accordance with the Amended Scheduling Order entered by the Court on February 26, 2013 [Docket No. 526] in the Article 77 Proceeding.
8. “Ineligible Loans” means loans which breach contractual representations and warranties made regarding those loans in Pooling and Servicing Agreements, Indentures, or similar agreements governing RMBS Trusts.
9. “Object” means Your filing of Your Objection.
10. “Objection” means the brief in opposition to the Settlement and notice of Your objection to the Settlement filed by You on or before May 3, 2013, in accordance with the

Amended Scheduling Order entered by the Court on February 26, 2013 [Docket No. 526] in the Article 77 Proceeding.

11. “Repurchase and Servicing Claims” means contractual claims associated with breaches of representation and warranties on mortgage loans sold to RMBS Trusts and contractual claims associated with deficient servicing of mortgage loans sold to RMBS Trusts.
12. “RMBS Trusts” means private-label residential mortgage-backed securities trusts.
13. “Settlement” means the Settlement Agreement between BNY Mellon, Bank of America, and Countrywide, executed on June 28, 2011, and all exhibits to the Settlement Agreement.
14. “Settlement Proceeds” means the \$8.5 billion payment to be distributed among the Covered Trusts in accordance with the Settlement.

MATTERS ON WHICH EXAMINATION IS REQUESTED

Pursuant to Article 31 of the New York Civil Practice Law and Rules, you are directed to designate a witness or witnesses competent to testify on your behalf as to the following matters:

1. The basis of Your Objection to the Settlement.
2. The process by which You decided to Object to the Settlement, including:
 - a. the identity of the individuals who participated in or approved Your decision to Object to the Settlement, and the date of that decision or approval;
 - b. all information and analyses that were considered by the individuals who participated in or approved Your decision to Object to the Settlement; and
 - c. all internal communications and communications with Bank of America, BNY Mellon, or any third party regarding Your decision to Object to the Settlement.
3. Communications between June 1, 2010 and June 28, 2011 between You, on the one hand, and Bank of America, BNY Mellon, or any holder or holders of securities in the Covered Trusts on the other hand, regarding the Covered Trusts.
4. Your awareness of the press releases and other publicly available information relating to the negotiations which ultimately led to the Settlement.
5. Communications between November 18, 2010 and June 28, 2011 concerning the negotiations which ultimately led to the Settlement.

6. Communications between June 28, 2011 and the present between You, on the one hand, and any intervenor, proposed intervenor, or objector in the Article 77 Proceeding, on the other.
7. Your analysis, assessment, or valuation, if any, of the claims proposed to be released by Paragraph 9 of the Settlement Agreement, including the Repurchase and Servicing Claims.
8. Your analysis or assessment, if any, of the number of Ineligible Loans in the Covered Trusts, and Your analysis or assessment, if any, of the realized and projected losses associated with such Ineligible Loans.
9. Your analysis or assessment, if any, of the total realized and projected losses incurred, or expected to be incurred, by the Covered Trusts.
10. Your analysis or assessment, if any, of potential legal defenses to the Covered Trusts' Repurchase and Servicing Claims against Countrywide or Bank of America, including, without limitation, defenses to claims of successor liability against Bank of America and causation defenses.
11. Your analysis or assessment, if any, of Countrywide's financial ability to satisfy a judgment against Countrywide in favor of the Covered Trusts.
12. Your analysis or assessment, if any, of the daily, weekly, or monthly cost to the Covered Trusts of delay in the distribution of Settlement Proceeds to the Covered Trusts.
13. Your efforts, if any, to resolve Your securities and fraud-related lawsuits and claims against Countrywide or Bank of America, if any, in exchange for Your withdrawal from the Article 77 Proceeding or non-objection to the Settlement.
14. Your efforts, if any, to prosecute any of the Covered Trusts' Repurchase or Servicing Claims against Countrywide or Bank of America, including any instructions, directions, or other correspondence You have provided to BNY Mellon in connection with such efforts, whether undertaken derivatively or in coordination with BNY Mellon. This topic excludes any actions occurring within the Article 77 Proceeding.
15. Your efforts, if any, to declare an Event of Default relating to any Covered Trust at any time.
16. Your efforts, if any, to prosecute the Repurchase or Servicing Claims held by trustees of RMBS Trusts not included among the Covered Trusts, including any instructions, directions, or other correspondence You have provided to RMBS trustees in connection with such efforts, whether undertaken derivatively or in coordination with the trustees. This topic is not limited to Countrywide-issued RMBS Trusts.

17. Your holdings of, or control over, securities issued by any of the Covered Trusts, as of June 27, 2011 and the date of Your Objection, including, without limitation, documents, if any, reflecting investment management or advisory agreements governing voting authority with respect to such holdings.

Exhibit 4

In The Matter Of:

BONY v.

February 7, 2013

Anne Marie Scribano

Original File 20130207 - BONY.txt

Min-U-Script® with Word Index

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY : CIVIL TERM : PART 39

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, Index No.
6517886/2011

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

February 7, 2013
60 Centre Street
New York, New York

B E F O R E:

HON. BARBARA R. KAPNICK, Justice

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

A P P E A R A N C E S :

GIBBS & BRUNS LLP
Attorneys for Institutional Investors
1100 Louisiana, Suite 5300
Houston, Texas 77002
BY: KATHY PATRICK, ESQ.
ROBERT MADDEN, ESQ.

DECHERT LLP
Attorneys for Bank of New York Mellon
1095 Avenue of the Americas
New York, New York 10036
BY: HECTOR GONZALEZ, ESQ.
JAMES M. McGUIRE, ESQ.

MAYER BROWN LLP
Attorneys for Bank of New York Mellon
1675 Broadway
New York, New York 10019
BY: MATTHEW D. INGBER, ESQ.
CHRISTOPHER J. HOUPPT, ESQ.

REILLY POZNER LLP
Attorneys for Steering Committee and AIG
37 West 37th Street, 6th Floor
New York, New York 10018
BY: DANIEL M. REILLY, ESQ.
MICHAEL A. ROLLIN, ESQ.

QUINN EMANUEL URQUHART & SULLIVAN, LLP
Attorneys for AIG
51 Madison Avenue, 22nd Floor
New York, New York 10010
BY: MICHAEL B. CARLINSKY, ESQ.

KELLER ROHRBACK LLP
Attorneys for Federal Home Loan Bank
1201 Third Avenue, Suite 3200
Seattle, Washington 98101
BY: DERECK W. LOESER, ESQ.

(Continued on the next page)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

A P P E A R A N C E S: (Continued)

STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL
ERIC T. SCHNEIDERMAN
120 Broadway
New York, New York 10271
BY: THOMAS TEIGE CARROLL
Deputy Bureau Chief

STATE OF DELAWARE
DEPARTMENT OF JUSTICE
820 North French Street, 5th Floor
Wilmington, DE 19801
BY: GREGORY C. STRONG
Director

Anne Marie Scribano
Senior Court Reporter

Proceedings

1
2 depositions.

3 So I think you're right, but --

4 MS. PATRICK: Your Honor, if I could, without
5 Mr. Reilly's interruption, the reason the Court decided on
6 the April 17th is that people -- if I could -- people have
7 known about this settlement for two years. We're going to
8 talk today. And the delay here is not at this -- there's a
9 whole year that we spent across the plaza.

10 THE COURT: Well, that's not --

11 MS. PATRICK: And I get it. I understand that.

12 But, at some level, we're talking about how long
13 the people who want this settlement to be decided on have to
14 wait for a hearing. And the issue is this. There are three
15 institutions on this Steering Committee, three. They're
16 going to file whatever they file on April 17th. The reason
17 for that is the expert reports will be available. People
18 don't need to read depositions to understand the import of
19 the expert reports and then decide "Do I object to this
20 settlement or not?" They will have 30 days after the last
21 expert report is filed to file their objections on
22 April 17th under the current schedule. So that's plenty of
23 time for people to decide whether they want to object.

24 THE COURT: Actually, that's really not true,
25 because if it's February 28th, March 14th and then somewhere
26 between March 28th and the middle of April that he files his

Proceedings

1
2 reply, they'll have no time to look at the papers. So I've
3 got it. That April 17th date does not make sense with this
4 schedule. I understand that everybody doesn't have to look
5 at the depositions of the experts, but I think they
6 certainly should be able to see what the experts say on both
7 sides and what the reply is. Because your papers, with
8 potentially new experts, because I've just said you could do
9 affirmative responses, rebuttals, whatever you're calling
10 it, isn't coming in until mid March. And they want to
11 respond to it. So while they're responding -- I think the
12 response should go in, and then someone should get out
13 there, whoever it is, institutions, individuals, whoever,
14 and make a decision whether they support it, they object to
15 it or whatever the other alternatives are. I think they
16 should be able to see the briefing. The briefing may not
17 end until the second week of April. So April 17th does not
18 make sense. I'm not saying that I necessarily think you
19 have to do -- that everything can't come in at the same
20 time, but I don't think April 17th is very realistic. Since
21 you've spent all this time putting together the expert
22 reports, let the people see what the experts say.

23 MS. PATRICK: Fair enough, your Honor.

24 I think the key thing is, if the last expert
25 report comes in on March 28th, then 30 days after that, the
26 week of the 25th is plenty of time for people to appear and

Proceedings

1
2 only takes a week. Because it's a question of putting on
3 the evidence of what the trustee considered. If the Court
4 wants to hear evidence of how it was negotiated, that's
5 relatively quick. And then you can consider the evidence
6 you've heard and decide it.

7 THE COURT: Okay. So you're going to have to move
8 that -- I think you're going to have to move that April 17th
9 data little bit.

10 MR. REILLY: I agree, your Honor. I think that's
11 the day when the expert reports are going to be finally in,
12 roughly. And if people are going to see them and people are
13 going to decide whether or not --

14 THE COURT: I'm giving you potentially two weeks
15 from the 28th of March --

16 MR. REILLY: Right.

17 THE COURT: -- which is April 11th.

18 You know, you'll have to look at it and pick some
19 date -- I think people are entitled to a few weeks. I mean,
20 you've done all this work. I don't think it's fair that
21 people who are considering whether or not they want to
22 object, support or something else shouldn't have a little
23 time to look at all the stuff that you've spent a year and a
24 half putting together.

25 That was the whole point, wasn't it?

26 MR. REILLY: Yes, it was.

Proceedings

1
2 THE COURT: I think people should have a chance to
3 look at that and then make their submissions.

4 MS. PATRICK: So, your Honor, that Monday, if the
5 last expert report comes in --

6 MR. REILLY: May I speak? I'm sorry. I didn't
7 want to be interrupting you and I don't want you
8 interrupting me.

9 THE COURT: I got to tell you, there's a lot going
10 on here. You're one of 400 cases. A big one, but you're
11 one. I just can't -- I mean, I respect all of you. I know
12 you're all working hard. So are we. Put that -- don't --
13 just cut the other -- stop interrupting. I'm listening.
14 I'm going to listen to you. I've given the whole day to
15 you. I'm going to listen. But I can't really listen to,
16 you know, little quips. You don't like each other, that's
17 your problem. I like everybody here today. So I'll listen
18 to you all. You don't have to interrupt each other.

19 What do you want to say?

20 And then you can respond.

21 MS. PATRICK: The only thing I was going to say,
22 your Honor, is that April 29th is a Monday. It's 30 days
23 after the last expert report comes in. That's certainly a
24 sufficient time for anyone who wants to object to consider
25 the expert reports and file their objections.

26 THE COURT: But it's not a month afterwards.

Proceedings

1
2 and tell us what you want to do is, do you want to hear just
3 on that date from anyone who objects or do you want to hear
4 from everybody who objects and everyone who supports? And
5 it's your call, but you're going to double the number of
6 briefs if you do that. That's -- but I don't have a strong
7 feeling on it, we just thought it made sense that we be
8 careful not to do that.

9 MS. PATRICK: Your Honor, from our perspective,
10 briefs in support of the settlement can be filed on May 3rd.
11 Objections can be filed on May 3rd. One set of response,
12 that you respond to our brief. We can reply. You can give
13 them 10 days to respond. That's May 13th. You'll have the
14 responses in by May 13th. And then that permits a
15 reasonable reply period of May 20th, a week for replies,
16 which is plenty of time, your Honor. I mean, as you know,
17 as practicing lawyers, tasks expand to fill the time
18 available. And the hearing could then commence, you know,
19 later that week.

20 I think the real thing, your Honor, is what date
21 do you have in May where you can calendar this hearing? And
22 then between those dates and May 3rd we can move forward.

23 Part of this is that there's a concerted effort on
24 the part of settlement opponents, the three of them, to push
25 this hearing out as far as possible. And we're overtly,
26 honestly, openly saying to you, no, please don't do that.

1 Proceedings

2 I imagine those of you -- there's a lot of you
3 from out of town who are going to try to fly home before the
4 first snowstorm of the season comes sometime after midnight.
5 I hope you get there. You can't come back tomorrow.

6 But I don't know what to suggest.

7 MR. INGBER: We'll try for a Monday call, your
8 Honor, and we'll see what the Court's schedule looks like.

9 And we'll certainly take the Court's guidance and
10 think about working around some of these issues. For us,
11 obviously, privilege is a pretty -- it's an important issue
12 for us, so -- but we will certainly take the Court's advice.

13 THE COURT: I'm sorry, there was no way to get
14 through any more here today.

15 MR. INGBER: We understand.

16 THE COURT: I guess I gave everybody a lot of time
17 to speak, but there was just too much. I'm sorry.

18 Okay. Get home safely.

19 I guess we'll talk to you some time on Monday.
20 Call my chambers and see what you can work out.

21 (Proceedings adjourned)

22 Certified to be a true and
23 accurate transcript of the
24 foregoing proceedings

25 _____
26 Anne Marie Scribano