

Exhibit 71
to
Affidavit of Daniel M. Reilly
in Support of Joint Memorandum of
Law in Opposition to Proposed Settlement

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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In the Matter of the Application of
Index No. 651786/
THE BANK OF NEW YORK MELLON
(As trustee under various Pooling Assigned to Kapnick, J.
and Servicing Agreements and
Indenture Trustee under various
Indentures), et al.,
Petitioners,

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

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* C O N F I D E N T I A L *
VOLUME I
VIDEOTAPED DEPOSITION
OF
LORETTA A. LUNDBERG
New York, New York
Tuesday, October 2, 2012

Reported by:
ANNETTE ARLEQUIN, CCR, RPR, CCR, CLR
JOB NO. 53620

1 L. Lundberg - Confidential

2 New York Mellon determined that they would give
3 notice to certificate holders in mortgage-backed
4 security trusts.

5 A. The servicer files bankruptcy.

6 Q. Anything else?

7 A. There's a downgrade of a counterparty
8 that's involved in the trust that would require
9 us under the documents to give such notice.

10 Q. Anything else?

11 A. I'm sure there are other items, but
12 nothing is springing to mind at the moment. And
13 each PSA is different, so you have to look at
14 each individual PSA.

15 Q. Has the Bank of New York Mellon given
16 notice to certificate holders in mortgage-backed
17 security trusts when there was no specific
18 provision in the Pooling and Servicing Agreement
19 requiring it?

20 MR. INGBER: Objection to form.

21 A. I believe we just issued some notices
22 regarding payments that are coming in from the
23 Ambac rehabilitation matter.

24 Q. It wasn't required under the PSA, but
25 the trustee decided it was appropriate or

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that you can recall who participated in that initial phone call?

A. Again, I don't -- I know that we discussed, meaning myself, probably Mr. Bailey, maybe Martin Feig, the receipt of the letters from Gibbs & Bruns, and we discussed it with Mr. Bailey and with counsel. I don't have a specific recollection of a particular call.

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Q. And you know that in the verified

24

petition, that you signed a statement that there

25

had been an investigation of the legal defenses

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2 ■ [REDACTED]

3 ■ [REDACTED]

4 BY MR. REILLY:

5 Q. Did you have any idea of what reps
6 and warranties in the Pooling and Servicing
7 Agreements might have been violated by these
8 unexpected losses in the period between June
9 of 2011 and -- June of 2010 and June of 2011?

10 MR. INGBER: Objection. Calls for a
11 legal conclusion.

12 A. In general there were representations
13 and warranties made by the depositor and sellers
14 that certain underwriting standards had been met
15 in their extension of loans.

16 Q. And did you have any idea which one
17 of those underwriting guidelines might have been
18 violated in these loans?

19 MR. INGBER: Same objection.

20 A. There were assertions made by various
21 parties that different underwriting guidelines
22 had been breached at different times.

23 Q. When you signed the verified
24 petition, did you believe that a single loan in
25 all the 530 trusts violated a single rep and

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2 certificate holders and counsel for Bank of
3 America?

4 MR. INGBER: Same privilege
5 objection.

6 A. Will you please repeat that question?

7 Q. Yeah.

8 Based on what you know the settlement
9 amount was agreed on by negotiations between
10 counsel for Bank of America and counsel for the
11 certificate holders.

12 A. My understanding was they were both
13 participating. I can't tell you who actually
14 did the negotiations, whether it was lawyers or
15 principals.

16 Q. Okay. But same question; Bank of New
17 York Mellon wasn't doing that part of the
18 negotiating.

19 MR. INGBER: Objection to form. It
20 mischaracterizes the witness' testimony and
21 assumes facts not in evidence.

22 A. My understanding is that part of the
23 negotiation was largely between the
24 institutional investors and Bank of America.

25 Q. And the number of \$8.5 billion was

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2 presented to the trustee after the parties had
3 reached that agreement, correct?

4 MR. INGBER: Objection. Same
5 privilege objection and it's vague.

6 A. My understanding is that was
7 communicated, that final number was communicated
8 to us after the parties had reached an
9 agreement.

10 Q. And by "the parties" there you mean
11 Bank of America and the certificate holders
12 represented by Gibbs & Bruns?

13 A. Yes.

14 Q. When did you first learn that those
15 two parties had reached an agreement on the
16 amount?

17 MR. INGBER: Same privilege
18 objection.

19 BY MR. REILLY:

20 Q. Of --

21 MR. INGBER: Go ahead. I'm sorry.

22 BY MR. REILLY:

23 Q. Of \$8.5 billion.

24 MR. INGBER: If your understanding is
25 based on, solely based on communications

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2 agree because you're taking a position it's
3 a waiver of privilege.

4 MR. REILLY: I'm taking a position
5 I'm not going to agree it's not.

6 MR. INGBER: Okay. Well, the record
7 now speaks for itself so let's move on.

8 BY MR. REILLY:

9 Q. Well, you're refusing to answer the
10 factual question that I'm asking right now; is
11 that correct, Ms. Lundberg?

12 A. I'm taking instruction from my
13 counsel.

14 Q. Paragraph H of Exhibit 4 is asking
15 the court to find that the settlement was a
16 result of a factual investigation by the
17 trustee, correct, in part?

18 A. Yes.

19 Q. What factual investigation did the
20 trustee engage in in support of this settlement?

21 A. We reviewed the terms of the
22 Settlement Agreement.

23 We consulted with experts on various
24 aspects of the Settlement Agreement.

25 And we had the support of the

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2 institutional investors to enter into the
3 Settlement Agreement.

4 Q. Have you now told me all the factual
5 investigation that the trustee did in
6 determining that the settlement was something
7 that it would support?

8 A. I believe I've accurately described
9 what the -- the process we went through.

10 Q. What legal investigation did the
11 trustee engage in in order to determine that it
12 would attempt to get court approval of the
13 settlement?

14 A. We consulted --

15 MR. INGBER: Objection to form.

16 Go ahead.

17 A. We consulted with two experts on some
18 legal issues, Professor Gaines and Professor
19 Adler, and those were part of -- factored into
20 our decision on the settlement.

21 Q. Have you told me now the entire legal
22 investigation that the trustee engaged in before
23 submitting the settlement to the court?

24 A. Well, the trustee was also guided by
25 counsel.

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2 Q. Counsel meaning Mayer Brown?

3 A. Yes.

4 Q. Did Mayer Brown engage in a legal
5 investigation regarding this matter?

6 MR. INGBER: You can answer the
7 question yes or no, or I don't know or I
8 don't recall, but I wouldn't get into any
9 substance, you cannot get into any
10 substance of communications between
11 yourself and Mayer Brown.

12 A. Yes.

13 Q. What legal investigation did Mayer
14 Brown engage in --

15 MR. INGBER: Privileged and I'll --

16 MR. REILLY: Wait. I'm sorry.

17 Q. -- prior to the trustee determining
18 that it would try to get court approval of the
19 settlement?

20 MR. INGBER: Privileged and I
21 instruct the witness not to answer the
22 question.

23 BY MR. REILLY:

24 Q. Are you going to follow that
25 instruction?

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2 A. Absolutely.

3 Q. Did you, meaning the trustee, obtain
4 any other legal advice concerning the claims
5 that could have been brought by Bank of New York
6 Mellon other than the two experts that you
7 mentioned and Mayer Brown?

8 MR. INGBER: Objection to form.

9 A. No.

10 Q. The trustee had been represented by
11 Pillsbury before Mayer Brown?

12 A. Yes.

13 Q. Did you, meaning the trustee, obtain
14 any legal investigation by Pillsbury concerning
15 the underlying claims that could have been
16 brought against Bank of America?

17 THE WITNESS: Falls into the...

18 MR. INGBER: Yes or no or I don't
19 know or I don't recall.

20 A. Yeah, I really don't recall. It's so
21 long ago.

22 Q. Paragraph J on page 5 of Exhibit 4,
23 the trustee is asking the court to find that
24 there were arm's length negotiations, correct?

25 MR. INGBER: Objection. The document

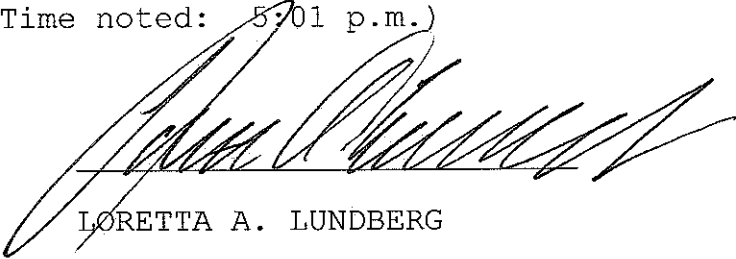
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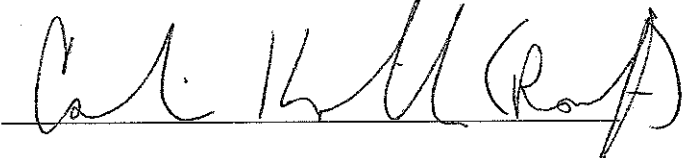
THE VIDEOGRAPHER: The time is 5:01.

This is the end of the deposition,
October 2nd, 2012.

(Time noted: 5:01 p.m.)


LORETTA A. LUNDBERG

Subscribed and sworn to before me
this 3rd day of December 2012.



CAROLINA KOLIK
Notary Public - State of New York
NO. 01K06173056
Qualified in Kings County
My Commission Expires 11/18/2015

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ERRATA SHEET FOR THE TRANSCRIPT OF:

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CASE NAME: IN THE MATTER OF THE APPLICATION OF BNYM

4

DATE: OCTOBER 2, 2012

5

DEPONENT: LORETTA A. LUNDBERG - CONFIDENTIAL

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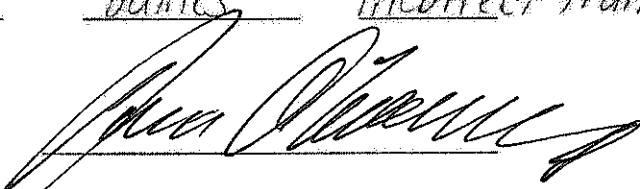
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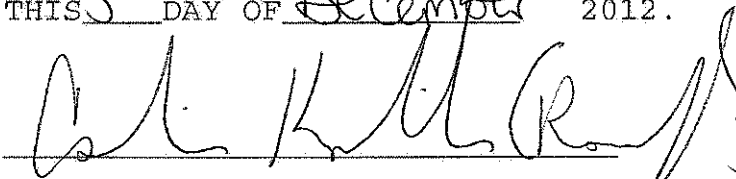
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LORETTA A. LUNDBERG

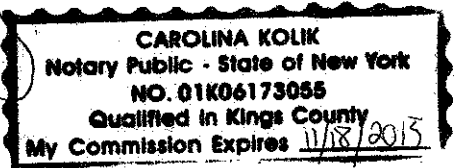
SUBSCRIBED AND SWORN BEFORE ME

THIS 3rd DAY OF December 2012.



(Notary Public)

MY COMMISSION EXPIRES: 11/18/2015



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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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In the Matter of the Application of
Index No. 651786/
THE BANK OF NEW YORK MELLON
(As trustee under various Pooling Assigned to Kapnick, J.
and Servicing Agreements and
Indenture Trustee under various
Indentures), et al.,
Petitioners,

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

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* C O N F I D E N T I A L *
VOLUME II
VIDEOTAPED DEPOSITION
OF
LORETTA A. LUNDBERG
New York, New York
Wednesday, October 3, 2012

Reported by:
ANNETTE ARLEQUIN, CCR, RPR, CCR, CLR
JOB NO. 53621

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2 MR. INGBER: Thanks.

3 MR. REILLY: Keep it short.

4 MR. INGBER: Well, we'll take...

5 THE VIDEOGRAPHER: The time is 10:39.

6 We're going off the record.

7 (Recess is taken.)

8 (Ms. Evans and Mr. Nash not

9 conferencing in at this time.)

10 THE VIDEOGRAPHER: The time is 11:05.

11 This is Tape No. 2. We're back on the
12 record.

13 BY MR. REILLY:

14 Q. Ms. Lundberg, do you know if the
15 trustee did anything to evaluate the servicing
16 losses that were being commented upon in the
17 letters that were sent to Bank of New York
18 Mellon by Gibbs & Bruns?

19 MR. INGBER: Objection. Vague and
20 asked and answered.

21 A. Not that I recall.

22 Q. Do you know if the trustee did
23 anything to evaluate losses related to document
24 exceptions?

25 MR. INGBER: Asked and answered.

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2 A. Again, that's my understanding.

3 Q. And the same with regard to servicing
4 related losses; that if the settlement is
5 approved by the court, that no certificate
6 holder could bring a claim against Countrywide
7 or Bank of America for losses arising out of
8 servicing?

9 MR. INGBER: Objection. The
10 Settlement Agreement speaks for itself.

11 A. And again, that's my general
12 understanding, yes.

13 Q. In the process that the trustee
14 engaged in, did the trustee evaluate the
15 exposure of Bank of America for its own
16 independent servicing conduct?

17 MR. INGBER: Objection. Vague.

18 A. Can you repeat the question?

19 MR. REILLY: Can you read that back?

20 (Question was read back as follows:

21 "QUESTION: In the process that the
22 trustee engaged in, did the trustee
23 evaluate the exposure of Bank of America
24 for its own independent servicing
25 conduct?")

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2 A. No.

3 Q. And why not?

4 MR. INGBER: You can answer -- well,
5 I'll instruct Ms. Lundberg not to disclose
6 any communications with counsel on the
7 grounds that it's covered by the
8 attorney-client and/or work product
9 privileges.

10 A. I can't answer.

11 Q. So separate from discussions you had
12 with counsel about the decision to not evaluate
13 the exposure of Bank of America for its own
14 independent servicing conduct, you don't have
15 any personal knowledge about that issue; is that
16 correct?

17 MR. INGBER: Object to form.

18 A. Yes, that's correct.

19 Q. You would agree that any potential
20 liability that Bank of America had for its own
21 servicing conduct is separate from the successor
22 liability issues that were evaluated by the
23 trustee, correct?

24 MR. INGBER: Objection. Calls for a
25 legal conclusion.

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2 A. My understanding is that they're
3 separate issues.

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2 York Mellon is asking the court to enter an
3 order barring certificate holders from suing it
4 for its conduct involving the settlement
5 negotiations, correct?

6 MR. INGBER: Object to form.

7 You can answer.

8 A. Yes.

9 Q. And as you sit here today, are you
10 aware of any part of the bank's participation in
11 the settlement conduct that the bank isn't
12 seeking to bar certificate holders from suing it
13 for?

14 MR. INGBER: Objection. Lacks
15 foundation given Ms. Lundberg's testimony
16 regarding her role in connection with the
17 preparation of the final -- the proposed
18 final order and judgment.

19 BY MR. REILLY:

20 Q. And all I'm asking is whether as you
21 sit here today you have any knowledge of any
22 limitations on that order?

23 A. No, I don't.

24 Q. How much of the \$8.5 billion payment
25 was allocated to servicing losses?

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2 A. I don't believe that there's a
3 specific allocation to servicing losses.

4 Q. And that would be true also for
5 document exception losses, correct? There's no
6 separate allocation for that in the \$8.5
7 billion, correct?

8 A. No.

9 Q. Were those allocations discussed when
10 you were having conversations with Emphasis
11 about how to allocate payments within the
12 trusts?

13 A. I don't recall that conversation, no.
14 (Deposition Exhibit 1, Settlement
15 Agreement, marked for identification, as of
16 this date.)

17 BY MR. REILLY:

18 Q. If you can turn to Exhibit 1.
19 (Witness complies.)

20 Q. This is the Settlement Agreement.
21 Look at page 32.

22 A. I don't believe I have Exhibit 1.

23 Q. Okay. Let me hand you what's
24 previously been marked as Exhibit 1.

25 This is the proposed settlement

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14 Q. Are you aware of any provision in the
15 Pooling and Servicing Agreements that are
16 applicable in these 530 trusts that would permit
17 the trustee to stop the event of default clock
18 short of a cure by the master servicer?

19 MR. INGBER: That's been asked and
20 answered several times so I'll object on
21 that ground.

22 A. I'm not aware that the Pooling and
23 Servicing Agreement specifically addresses
24 forbearance agreements.

25 Q. How did Bank of New York Mellon

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13 Q. If you could look through Exhibit 1
14 at page 13, Section 4(a).

15 (Witness complies.)

16 Q. The first sentence says that for
17 excluded trusts, Bank of America gets the money,
18 correct?

19 MR. INGBER: Objection. The document
20 speaks for itself. Vague.

21 A. Yes, it says that that share would be
22 payable to Bank of America.

23 Q. Meaning that the \$8.5 billion is
24 reduced by the allocable share to excluded
25 trusts, correct?

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2 MR. INGBER: Same objection. The
3 document speaks for itself.

4 A. That's my understanding.

5 Q. And do you know how many trusts this
6 could apply to?

7 A. Again, I testified earlier that I
8 don't recall the exact number.

9 Q. Do you know how much money could be
10 excluded from the settlement?

11 A. No, because the allocable share has
12 not been calculated.

13 Q. Were there questions by senior
14 management at any time about what range of money
15 could be excluded as a result of this provision?

16 A. Not that I recall.

17 Q. Were there any questions at the
18 Trust Committee meeting asking how much less
19 than \$8.5 billion might be paid as a result of
20 Section 4 of the Settlement Agreement?

21 A. I don't recall that specific
22 question, no.

23 Q. When you signed the verified
24 petition, did you have any idea how much money
25 this could be in reducing the settlement amount?

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2 correct?

3 A. Yes.

4 Q. What were the competing calculation
5 methods that the trustee, and in this question
6 I'm being precise here, separate from the
7 financial experts, did the trustee analyze,
8 consider and analyze competing calculation
9 methods separate from what its financial experts
10 did?

11 A. No.

12 Q. The second sentence says, "The
13 trustee and its financial experts tested these
14 assumptions," and I'm going to take a clause at
15 a time so I'm sure I understand it.

16 Did the trustee separate from its
17 financial experts, test the assumptions and
18 analyze how the institutional investors and Bank
19 of America had calculated actual and projected
20 losses in the trusts?

21 MR. INGBER: Objection to form.

22 A. That was done in conjunction with our
23 financial expert.

24 Q. And so would it be fair to say that
25 the trustee didn't do anything on its own to

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2 test the assumptions and analyze how the
3 institutional investors and Bank of America were
4 calculating actual or projected losses, correct?

5 MR. INGBER: Same objection.

6 A. Yes.

7 Q. Same question with regard to the end
8 of that sentence where it says, "...and
9 considered how the proposed haircuts or
10 discounts were calculated by the institutional
11 investors and Countrywide."

12 Is it fair to say that that was also
13 done in conjunction with the financial experts?

14 A. Yes, it was done in conjunction with
15 the financial experts.

16 Q. And so the trustee didn't separately
17 and independently consider how the proposed
18 haircuts or discounts were calculated by the
19 institutional investors and Countrywide.

20 MR. INGBER: Object to form.

21 BY MR. REILLY:

22 Q. Correct?

23 A. We worked close with our experts,
24 financial experts on this, yes.

25 Q. I understand that, but my question is

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2 really meaning that there wasn't anything done
3 separate from what the experts were doing,
4 correct?

5 MR. INGBER: Objection to the extent
6 it mischaracterizes Ms. Lundberg's
7 testimony and the nature of the
8 interactions or relationship between the
9 trustee and its experts.

10 BY MR. REILLY:

11 Q. Do you understand my question?

12 A. We did not perform at BNY Mellon, any
13 separate calculations. That's not our area of
14 expertise. That's why we relied -- we hire
15 experts.

16 Q. And that's a fair comment.

17 Bank of New York Mellon didn't have
18 anyone in-house with the qualifications to do
19 those calculations or analyses, correct?

20 A. That's correct.

21 Q. Paragraph 66 says, "Taking into
22 account its own calculations of actual and
23 projected losses and applying its own model, the
24 trustee's financial expert calculated..." and
25 then it goes on and I'll cover that in a second,

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2 MR. MADDEN: I'm going to object to
3 form too because I have no idea what you're
4 asking.

5 MS. KASWAN: Can you read it back?

6 (Question was read back as follows:

7 "QUESTION: And how did you determine
8 what Countrywide's origination and
9 underwriting practices were?")

10 MR. INGBER: Same objections and
11 vague.

12 A. I didn't not participate in any study
13 of their underwriting practices.

14 Q. To your knowledge, ma'am, did anybody
15 at Bank of New York Mellon, your counsel or the
16 institutional investors perform a factual
17 investigation of what Countrywide's origination
18 and underwriting practices with respect to the
19 loans in the 530 trusts were?

20 MR. INGBER: Objection. Vague.
21 Calls for speculation.

22 A. I'm not aware of anyone at BNY Mellon
23 who performed that study.

24 Q. And, ma'am, are you generally aware
25 that there have been many, many lawsuits brought

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2 by investors, by the SEC, by the attorney
3 generals, by the insurers that have challenged
4 the underwriting and origination practices of
5 Countrywide?

6 MR. INGBER: Objection to form.

7 A. I am aware that there have been many
8 different litigations filed against Countrywide
9 and/or Bank of America relating to RMBS. I have
10 not studied every single piece of litigation, so
11 I can't answer that completely.

12 Q. Well, for example, ma'am, were you
13 aware that the SEC sued the chief executive
14 officer, Mr. Mozilo for securities fraud?

15 MR. INGBER: Chief executive officer
16 of what company?

17 MS. KASWAN: Of Countrywide.

18 A. I know he was subject to a suit. I
19 don't remember if it was the SEC or the attorney
20 general or who it was, but I know he was sued.

21 Q. And were you similarly aware, ma'am,
22 that there were several transcripts of testimony
23 by Mr. Mozilo and the other officers and risk
24 officers at Countrywide that were filed of
25 public record that described Countrywide's

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[Redacted text block containing multiple lines of blacked-out content]

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[Redacted text block containing multiple lines of blacked-out information]

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■ [REDACTED]

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L. Lundberg - Confidential

[Redacted text block containing approximately 25 lines of obscured content]

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L. Lundberg - Confidential

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2 We're back on the record.

3 MS. BRASWELL: We have no further
4 questions.

5 MR. INGBER: Okay. Thank you.

6 THE VIDEOGRAPHER: The time is 5:18.

7 This is the end of the deposition

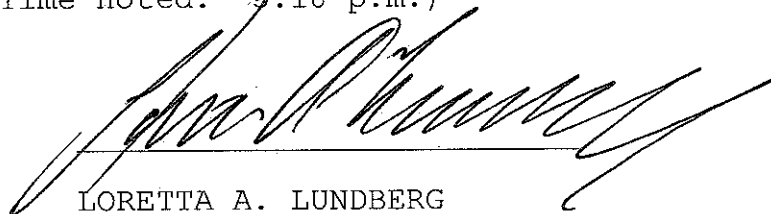
8 October 3rd, 2012.

9 (Time noted: 5:18 p.m.)

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12


LORETTA A. LUNDBERG

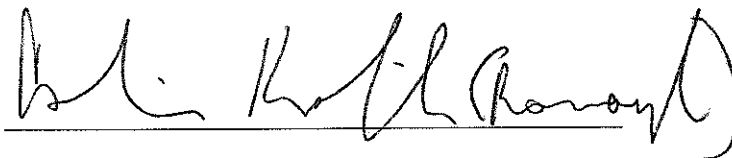
13

14 Subscribed and sworn to before me

15 this ^{3rd} day of December 2012.

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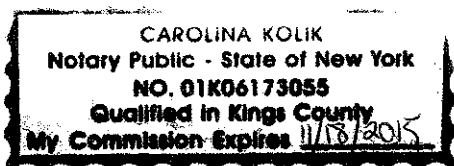


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ERRATA SHEET FOR THE TRANSCRIPT OF:

3

CASE NAME: IN THE MATTER OF THE BNYM

4

DATE: OCTOBER 3, 2012

5

DEPONENT: LORETTA A. LUNDBERG - CONFIDENTIAL

6

Pg.	Ln.	Now Reads	Should Read	Reason	
7	290	13	Deborah	Debra	misspelling
8	338	8	NO	Correct	clarifying a double negative
9	338	10	Emphysis	EmphaSys Technologies, Inc.	misspelling
10	343	24	he also	else	incorrect transcription
11	344	5	NO	Correct	clarifying a double negative.
12	382	8	NO	Correct	clarifying a double negative
13	400	18	vis--vis	vis-a-vis	misspelling
14	401	2	vis--vis	vis-a-vis	misspelling
15	406	4	vis--vis	vis-a-vis	misspelling

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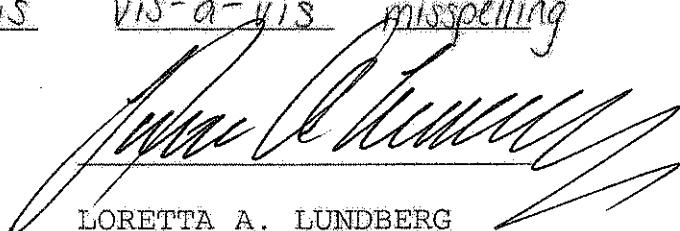
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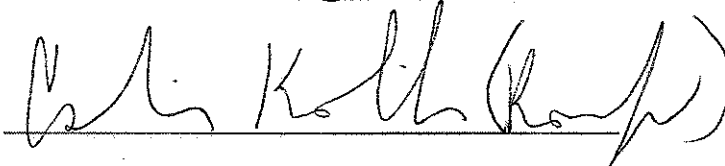
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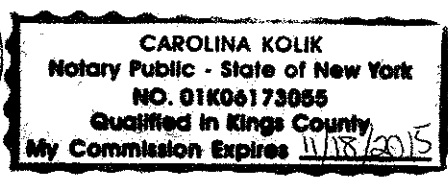
LORETTA A. LUNDBERG

SUBSCRIBED AND SWORN BEFORE ME

THIS 3rd DAY OF December 2012.



(Notary Public)



MY COMMISSION EXPIRES: 11/18/2015

1

2

ERRATA SHEET FOR THE TRANSCRIPT OF:

3

CASE NAME: IN THE MATTER OF THE BNYM

4

DATE: OCTOBER 3, 2012

5

DEPONENT: LORETTA A. LUNDBERG - CONFIDENTIAL

6

Pg.	Ln.	Now Reads	Should Read	Reason
7	433 25	Chyrsanthis	Chrysanthis	misspelling
8	446 12	Deborah	Debra	misspelling
9	482 12	didn't not	did not	misspoke
10	484 18	can	can't	incorrect transcription
11	---	---	---	---
12	---	---	---	---
13	---	---	---	---
14	---	---	---	---
15	---	---	---	---

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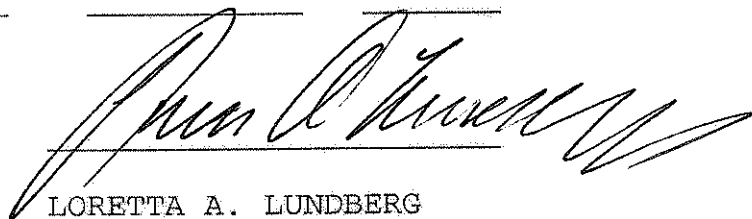
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LORETTA A. LUNDBERG

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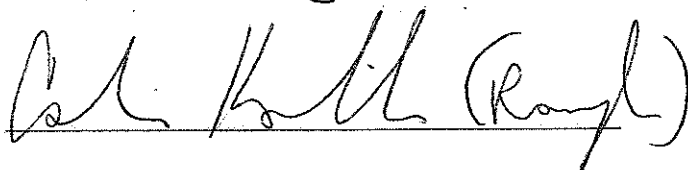
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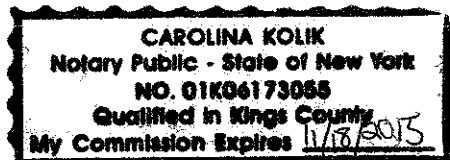
THIS 3rd DAY OF December 2012.

22



23

(Notary Public)



24

25

MY COMMISSION EXPIRES: 11/18/2015

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 mingber@mayerbrown.com

October 16, 2012

VIA ELECTRONIC MAIL

**TO: COUNSEL OF RECORD FOR INTERVENOR-
 RESPONDENTS AND OBJECTORS**

Re: *In re the Application of The Bank of New York
 Mellon* (Index No. 6517876-2011)

Dear Counsel:

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

October 2, 2012 Transcript Page/Line Designation	October 3, 2012 Transcript Page/Line Designation
10:22-14:3	274:11-276:12
18:13-24:7	282:16-316:3
33:3-36:14	321:7-328:22
38:14-46:5	334:4-335:24
48:19-50:15	389:12-411:24
56:20-64:24	441:24-446:12
65:18-78:4	449:6-452:17
96:10-99:21	459:2-476:8
107:13-108:8	486:19-513:11
109:14-110:6	

October 16, 2012

Page 2

October 2, 2012 Transcript Page/Line Designation
120:2-125:5
134:10-135:22
147:21-160:3
195:4-223:4

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

Very truly yours,

Matthew Ingber (DC)

Matthew D. Ingber

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mingber@mayerbrown.com

April 26, 2013

VIA ELECTRONIC MAIL

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

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

Dear Mike:

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

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

Very truly yours,


Matthew D. Ingber

cc: All counsel

Mayer Brown LLP

Michael A. Rollin
April 26, 2013
Page 2

EXHIBIT A

Michael A. Rollin
April 26, 2013
Page 6

Lundberg
10:22-14:3
18:3-24:7
33:24-36:14
38:14-46:5
67:20-68:8
70:21-71:13
75:2-78:4
109:14-110:6
122:25-125:5
390:12-396:24
404:2-407:20
408:17-409:22
411:14-24

Bailey
13:24-14:16
15:16-16:18
20:2-26:11
49:3-50:16
51:14-58:21
62:19-66:1
66:15-68:8
71:25-74:11
75:22-77:24
78:9-80:14
82:11-85:16
89:20-91:18
91:19-93:7
93:8-94:15
97:16-100:10
102:3-103:20
105:20-106:13
110:19-113:25
114:2-114:7
117:15-121:7
125:10-126:4
133:25-149:14