

**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

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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.

[REDACTED]

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23 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

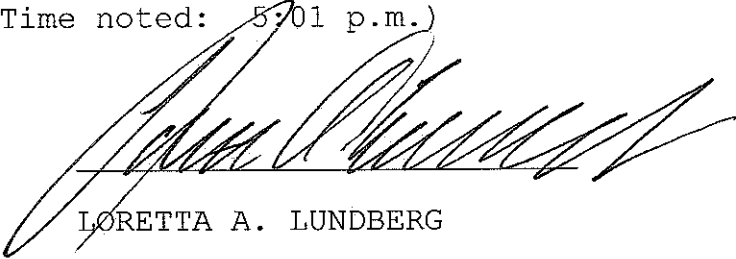
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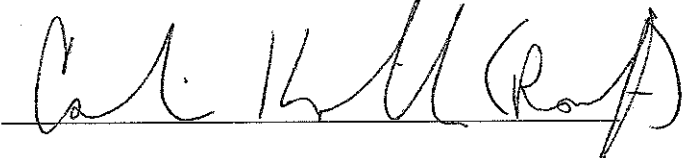
THE VIDEOGRAPHER: The time is 5:01.

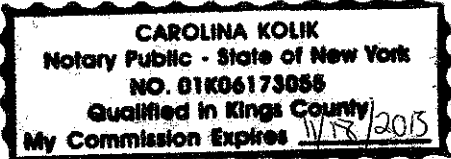
This is the end of the deposition,  
October 2nd, 2012.

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

  
LORETTA A. LUNDBERG

Subscribed and sworn to before me  
this 3<sup>rd</sup> day of December 2012.





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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

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DEPONENT: LORETTA A. LUNDBERG - CONFIDENTIAL

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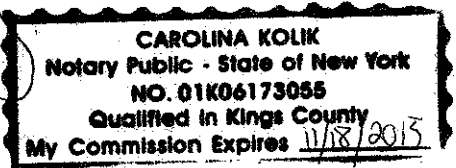
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SUBSCRIBED AND SWORN BEFORE ME

THIS 3<sup>rd</sup> DAY OF December 2012.

*[Signature]*  
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(Notary Public)

MY COMMISSION EXPIRES: 11/18/2015



*[Signature]*  
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LORETTA A. LUNDBERG

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SUPREME COURT OF THE STATE OF NEW YORK  
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Index No. 651786/  
THE BANK OF NEW YORK MELLON  
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Indenture Trustee under various  
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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 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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█ [REDACTED]

█ [REDACTED] [REDACTED]

█ [REDACTED] [REDACTED]

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

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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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L. Lundberg - Confidential

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L. Lundberg - Confidential

■ ■ [redacted]  
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■ [redacted] [redacted]

■ [redacted]



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





1 L. Lundberg - Confidential

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.

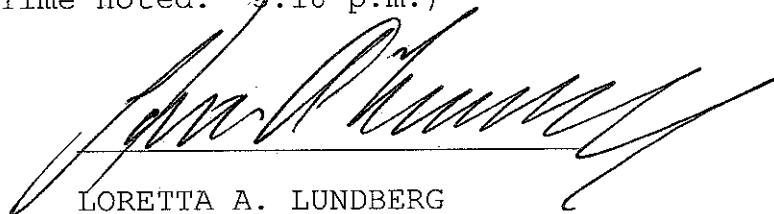
9 (Time noted: 5:18 p.m.)

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LORETTA A. LUNDBERG

14

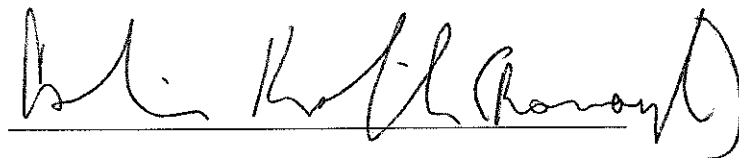
Subscribed and sworn to before me

15

this <sup>3<sup>rd</sup></sup> day of December 2012.

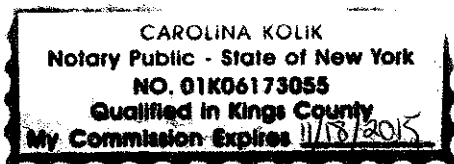
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ERRATA SHEET FOR THE TRANSCRIPT OF:

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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SUBSCRIBED AND SWORN BEFORE ME

21

THIS 3<sup>rd</sup> DAY OF December 2012.

22

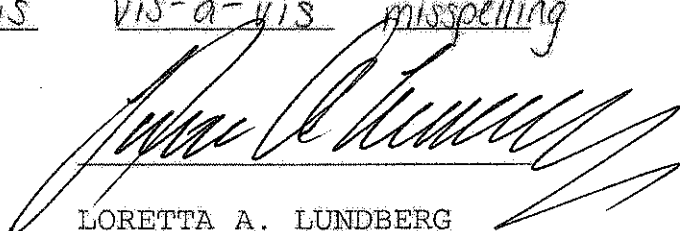
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24

(Notary Public)

25

MY COMMISSION EXPIRES: 11/18/2015



LORETTA A. LUNDBERG

**CAROLINA KOLIK**  
 Notary Public - State of New York  
 NO. 01K06173055  
 Qualified in Kings County  
 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 transcripion
11	---	---	---	---
12	---	---	---	---
13	---	---	---	---
14	---	---	---	---
15	---	---	---	---

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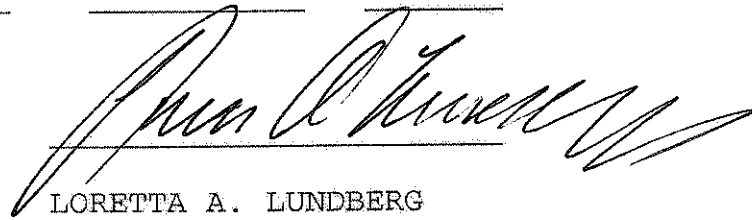
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 LORETTA A. LUNDBERG

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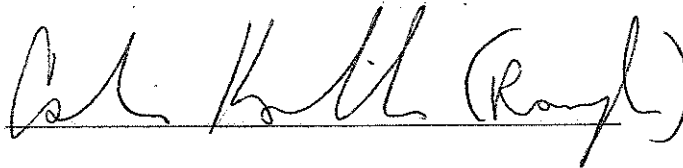
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SUBSCRIBED AND SWORN BEFORE ME

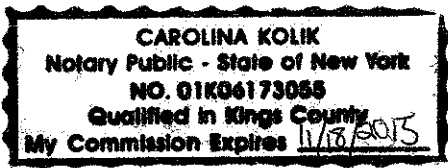
21

THIS 3<sup>rd</sup> DAY OF December 2012.

22

  
 (Notary Public)

23



24

25

MY COMMISSION EXPIRES: 11/18/2015

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 New York, New York 10019-5820

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 Main Fax +1 212 262 1910  
 www.mayerbrown.com

**Matthew D. Ingber**  
 Direct Tel +1 212 506 2373  
 Direct Fax +1 212 849 5973  
 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:

<b>October 2, 2012 Transcript Page/Line Designation</b>	<b>October 3, 2012 Transcript Page/Line Designation</b>
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

<b>October 2, 2012 Transcript Page/Line Designation</b>
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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1675 Broadway  
New York, New York 10019-5820

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**Matthew D. Ingber**  
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Direct Fax +1 212 849 5973  
mingber@mayerbrown.com

April 26, 2013

**VIA ELECTRONIC MAIL**

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

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

Dear Mike:

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

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

Very truly yours,

  
Matthew D. Ingber

cc: All counsel

Mayer Brown LLP

Michael A. Rollin

April 26, 2013

Page 2

# **EXHIBIT A**

Michael A. Rollin  
April 26, 2013  
Page 6

<b>Lundberg</b>
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

<b>Bailey</b>
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