

# **EXHIBIT C**

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

In the matter of the application of

U.S. BANK NATIONAL ASSOCIATION, THE BANK OF NEW YORK MELLON, THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., WILMINGTON TRUST, NATIONAL ASSOCIATION, LAW DEBENTURE TRUST COMPANY OF NEW YORK, WELLS FARGO BANK, NATIONAL ASSOCIATION, HSBC BANK USA, N.A., and DEUTSCHE BANK NATIONAL TRUST COMPANY (as Trustees under various Pooling and Servicing Agreements and Indenture Trustees under various Indentures),

Petitioners,

for an order, pursuant to CPLR § 7701, seeking judicial instruction.

**Index No. 652382/2014**

**Friedman, J.**

**SECOND SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS TO  
PETITIONERS-TRUSTEES**

PLEASE TAKE NOTICE THAT, pursuant to Article 31 of the CPLR, U.S. Bank National Association, The Bank of New York Mellon, The Bank of New York Mellon Trust Company, N.A., Wilmington Trust, National Association, Law Debenture Trust Company of New York, Wells Fargo Bank, National Association, HSBC Bank USA, N.A., and Deutsche Bank National Trust Company (collectively “Petitioners” or “Trustees”) are required to, within 20 days of service, produce and Intervenor, proposed Intervenor, and Objectors<sup>1</sup>, or their attorneys, or someone acting on their behalf, to inspect and copy at the offices of Keller Rohrback L.L.P., 1201 Third Avenue, Suite 3200, Seattle, WA 98101, the documents and things described herein which are in the Trustees’ possession, custody, or control.

<sup>1</sup> The Intervenor, proposed Intervenor, and Objectors submitting these discovery requests are: the Federal Home Loan Bank of Boston (“FHLB Boston”); the National Credit Union Administration Board as Liquidating Agent for U.S. Central Federal Credit Union, Western Corporate Federal Credit Union, Members United Corporate Federal Credit Union, Southwest Corporate Federal Credit Union and Constitution Corporate Federal Credit Union (“NCUA”); Brevan Howard Credit Catalysts Master Fund Limited and Brevan Howard Credit Value Master Fund (the “DW Funds”); and Triaxx Prime CDO 2006-1, Ltd., Triaxx Prime CDO 2006-2, Ltd., and Triaxx Prime CDO 2007-1, Ltd. (“Triaxx”).

## **DEFINITIONS & INSTRUCTIONS**

1. “You,” “your,” “Trustee,” or “Trustees” means U.S. Bank National Association, The Bank of New York Mellon, The Bank of New York Mellon Trust Company, N.A., Wilmington Trust, National Association, Law Debenture Trust Company of New York, Wells Fargo Bank, National Association, HSBC Bank USA, N.A., and Deutsche Bank National Trust Company, its successors and assigns, including its officers, employees, agents, and/or any person or entity acting on its behalf.

2. “Inside Institutional Investor” means each of: AEGON USA Investment Management, LLC; Bayerische Landesbank, New York Branch; BlackRock Financial Management Inc.; Cascade Investment, L.L.C.; Federal Home Loan Bank of Atlanta; Federal National Mortgage Association and Federal Home Loan Mortgage Corporation; Goldman Sachs Asset Management, L.P.; Voya Investment Management LLC f/k/a ING Investment Management LLC; Invesco Advisers, Inc.; Kore Advisors, L.P.; Landesbank Baden-Wuerttemberg; Metropolitan Life Insurance Company; Pacific Investment Management Company LLC; Sealink Funding Limited, through its investment manager Neuberger Berman Europe Limited; Teachers Insurance and Annuity Association of America; The Prudential Insurance Company of America; The TCW Group, Inc. on behalf of itself and its subsidiaries; Thrivent Financial for Lutherans; and Western Asset Management Company, and each of their successors and assigns, including each of their officers, employees, agents, and/or any person or entity acting on their behalf.

3. “JP Morgan” means JPMorgan Chase & Co., and its successors and assigns, including each of their officers, employees, agents, and/or any person or entity acting on their behalf, including but not limited to their counsel.

4. “Accepting Trusts” means the 314 residential mortgage-backed securitization trusts listed on Exhibit A to the First Amended Petition.

5. “Non-Accepting Trusts” means the 16 residential mortgage-backed securitization trusts and loan groups identified by the trustees at:

[http://www.rmbstrusteesettlement.com/docs/List\\_of\\_Not\\_Accepting\\_Trusts\\_and\\_Loan\\_Groups.pdf](http://www.rmbstrusteesettlement.com/docs/List_of_Not_Accepting_Trusts_and_Loan_Groups.pdf).

6. “JP Morgan Trusts” shall mean the combination of the Accepting Trusts and the Non-Accepting Trusts as defined herein.

7. “Event of Default” has the same meaning as provided in the governing agreements, including where applicable, the Pooling and Servicing Agreements (“PSA”s) of each JP Morgan Trust.

8. “Expert Report(s)” means the reports submitted by Anthony J. Carpinello, Alan Schwartz, Jeremy E. Reifsnyder, Faten Sabry, and Daniel R. Fischel in connection with this action, and published on the website [www.rmbstrusteesettlement.com](http://www.rmbstrusteesettlement.com).

9. “Trustee Expert(s)” means Anthony J. Carpinello, Alan Schwartz, Jeremy E. Reifsnyder, Faten Sabry, and Daniel R. Fischel.

10. “Certificateholder” means any investor, bondholder, or noteholder in the 330 Trusts at issue in this proceeding, and their successors in interest, assigns, pledgees, and/or transferees.

11. “Notice to Certificateholders” means any notice or contemplated notice to Certificateholders of any aspect of the Proposed Settlement or the Settlement Agreement, or any aspect of the process used to reach the Proposed Settlement or Settlement Agreement, whether or not the notice ever reached Certificateholders in each of the JP Morgan Trusts.

12. “Proposed Settlement” means all terms, provisions, and proposals suggested or considered in the negotiations, discussions, communications, and deliberations that culminated in the Settlement Agreement, whether or not incorporated into the Settlement Agreement.

13. “Repurchase Action” means any case involving claims against an originator, depositor, or seller of a residential mortgage backed security concerning or relating to any alleged breaches of representations and warranties made in connection with the origination, sale, and/or delivery of mortgage loans to a residential mortgage securitization trust, including

breaches of any obligation to notify or to cure any such alleged breaches of representations and warranties or to repurchase any mortgage loans in a residential mortgage securitization trust.

14. “Repurchase Loss” means any loss to any JP Morgan Trust (as defined herein) resulting from a breach of the representations and warranties made in connection with the origination, sale, and/or delivery of mortgage loans to a residential mortgage securitization trust, including breaches of any obligation to notify or to cure any such alleged breaches of representations and warranties or to repurchase any mortgage loans in a residential mortgage securitization trust.

15. “Servicing Action” means any case involving claims against a servicer of mortgage loans for any JP Morgan Trust (as defined herein) for any alleged breach of the servicer’s obligations under a governing agreement to a residential mortgage securitization trust.

16. “Servicing Loss” means any loss to any JP Morgan Trust (as defined herein) resulting from a breach of the servicer’s obligations, including but not limited to losses concerning the modification of loans, under a governing agreement to a residential mortgage securitization trust.

17. “Settlement” or “Settlement Agreement” means the settlement agreement among JP Morgan, the Inside Institutional Investors, and the Trustees, dated November 15, 2013, and modified July 29, 2014, which is the subject of this proceeding.

18. “Settlement Payment” means the same as “Settlement Payment” or “Settlement Consideration and Payment” as those terms are defined in Section 3.01 of the Settlement Agreement.

19. “Settlement Proponents” means JP Morgan, the Inside Institutional Investors, and the Trustees, individually or collectively.

20. “Haircut” means the reduction of losses for loans originated by certain Select Third Party Originators in the settlement allocation formula pursuant to Section 3.05 of the Settlement Agreement, as described in Paragraph 87 of the Expert Report of Daniel R. Fischel dated July 17, 2014.

21. The terms “and” and “or” mean and/or and shall be construed either disjunctively or conjunctively as necessary to bring within the scope of this discovery request all responses that might otherwise be construed to be outside of its scope.

22. “Concerning” means referring to, relating to, describing, offering evidence of, or constituting.

23. “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.

24. In responding to these requests for production, please set forth the language of each request immediately prior to the response given for that request.

25. 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.

26. If your response to a particular demand is that you will comply with the demand, you should state in your response whether the production will be allowed in whole or in part, and you should state that all documents or things in the demanded category that are in your possession, custody or control, and to which no objection is being made, will be included in the production.

27. If your response to a particular demand is a statement that you lack the ability to comply with that demand, you should affirm in your response that a diligent search and a

reasonable inquiry have been made in an effort to comply with that demand. This statement should also specify whether the inability to comply is because the particular item or category never existed, has been destroyed, has been lost, misplaced, or stolen, or has never been, or is no longer in your possession, custody, or control, in which case the name and address of any person or entity known or believed by you to have possession, custody or control of that document or category of documents should be identified.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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).

34. 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.

35. 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).

36. 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.

37. 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.

38. 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

39. All spreadsheets, including, without limitation, documents produced using Microsoft Excel, shall be produced in native format.

40. 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. Any written communication with any Certificateholder concerning the Proposed Settlement, and documents describing any oral communications with any Certificateholder concerning the Proposed Settlement.

2. Any document concerning any attempt by a Certificateholder to direct a Trustee to litigate against JP Morgan, or to reject the Proposed Settlement, including but not limited to any document concerning any withdrawal of such attempt.
3. Documents that form the basis for the statement in Paragraph 87 of the Expert Report of Daniel R. Fischel dated July 17, 2014 that “at least one of the QE investors has changed its position and now supports the Proposed Settlement.”
4. Any document discussing or considering the view of any Certificateholder, or Certificateholders generally, concerning the Proposed Settlement.
5. Any document discussing or considering obstacles to the formation of Certificateholder groups in opposition to the Proposed Settlement, or to the formation of Certificateholder groups to direct litigation.
6. Any document concerning efforts by any Trustee to determine Certificateholder views with respect to the Proposed Settlement.
7. Any documents discussing, considering, analyzing or advising whether a Trustee had an obligation, duty or other reason to notice, poll, provide information to or otherwise communicate with Certificateholders in connection with the Proposed Settlement.
8. Any document discussing, considering, analyzing or advising whether a Trustee had an obligation to bring suit against JP Morgan on behalf of any JP Morgan Trust, or evaluating the merits of bringing suit.
9. Any written communications with JP Morgan or any Inside Institutional Investor discussing or considering a Trustee’s response to a Certificateholder’s direction to a Trustee.
10. Any document concerning any indemnity demanded by a Trustee in connection with a Certificateholder direction or attempted direction of a Trustee to litigate or to reject the Proposed Settlement with respect to a JP Morgan Trust.

11. Any discussion, consideration, analysis or advice regarding a Trustee's purported right to demand indemnity before taking direction from Certificateholders of any JP Morgan Trust, including but not limited to (i) litigation on behalf of the Trust or (ii) accepting, rejecting or other action or inaction with respect to the Proposed Settlement.
12. Any document concerning conflict waiver(s) sought or obtained by counsel for any of the Trustees from JP Morgan in connection with the Settlement or these proceedings.
13. Any document containing any advice received by the Trustees about how to avoid, or otherwise respond to, actual or potential conflicts of interest arising from the Trustees' potential liability to JP Morgan Trust beneficiaries in fiduciary duty litigation, including for the Trustees' failure to pursue Trust claims before the running of the statute of limitations, and any internal or external communications by the Trustees relating thereto; and any general advice concerning the avoidance of conflicts of interest received by the Trustees relevant to the Trustees' dealings with the JP Morgan Trusts, and any internal or external communications relating thereto.
14. Any document analyzing, assessing or criticizing any servicer or master servicer's performance of its servicing or master servicing obligations to any JP Morgan Trust, including but not limited to:
  - A. Documents concerning any breach or default, or alleged breach or default by a servicer or master servicer of its servicing obligations to any JP Morgan Trust, or any failure or alleged failure of a servicer or master servicer to service or master service a JP Morgan Trust in accordance with applicable standards or law, including any notices, letters or other communications received by a Trustee concerning, reporting or alleging such breaches, defaults or failures;

- B. Any notices, letters or other communications from a Trustee to the servicer or master servicer of a JP Morgan Trust concerning or reporting any breach or default, or alleged breach or default by a servicer or master servicer of its servicing obligations to any JP Morgan Trust, or any failure or alleged failure of a servicer or master servicer to service or master service a JP Morgan Trust in accordance with applicable standards or law;
- C. Documents concerning any failure or inability to foreclose or otherwise collect on any loan in a JP Morgan Trust attributed by any party to any action or inaction on the part of the servicer or master servicer for the JP Morgan Trust;
- D. Documents concerning any lawsuit against a servicer or master servicer of a JP Morgan Trust based in whole or in part on the servicer or master servicer's actions or inactions with respect to any loan included in a JP Morgan Trust;
- E. Any document concerning the actual or alleged failure of a servicer or master servicer of a JP Morgan Trust to grant, consider, discuss or describe the availability of modifications to (i) any loan in a JPM Trust or (ii) generally to loans in a JP Morgan Trust serviced by such servicer or master servicer.

DATED: New York, NY  
November 26, 2014

KOREIN TILLERY LLC

KELLER ROHRBACK L.L.P.

By /s/ John A. Libra

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on November 26, 2014, the foregoing SECOND SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS TO PETITIONERS-TRUSTEES was emailed to Matt Ingber and Chris Houpt, counsel for Petitioner the Bank of New York Mellon, at their respective email addresses.

/s/ Derek W. Loeser  
Derek W. Loeser