

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),

Index No. 652382/2014

Petitioners,

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

FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS TO JPMORGAN

PLEASE TAKE NOTICE THAT, pursuant to Article 31 of the CPLR, JPMorgan Chase & Co. (“JPMorgan”) is required to, within 20 days of service, produce and Intervenor, proposed Intervenor, and Objectors¹, or their attorneys, or someone acting on their behalf, to inspect and copy at the offices of Wollmuth Maher & Deutsch LLP, 500 Fifth Avenue, New York, New York 10110, the documents and things described herein which are in JPMorgan’s possession, custody, or control.

DEFINITIONS & INSTRUCTIONS

1. “You,” “your,” or “JPMorgan” means JPMorgan Chase & Co., its affiliates, subsidiaries, successors and assigns, and each of their predecessors, officers, employees, agents, and/or any person or entity acting on their behalf.

¹ The Intervenor, proposed Intervenor, and Objectors submitting these discovery requests are: the National Credit Union Administration Board as Liquidating Agent (“NCUA”); the QVT Fund V LP, QVT Fund IV LP and Quintessence Fund L.P. (the “QVT Funds”); Ambac Assurance Corporation and The Segregated Account of Ambac Assurance Corporation (“Ambac”); the Federal Home Loan Bank of Boston (“FHLB Boston”); DW Investment Management, LP (the “DW Funds”); and Triaxx Prime CDO 2006-1, Ltd., Triaxx Prime CDO 2006-2, Ltd., and Triaxx Prime CDO -1, Ltd. (“Triaxx”).

2. “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.

3. “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 (“Fannie Mae”) and Federal Home Loan Mortgage Corporation (“Freddie Mac”); 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.

4. “Ambac Insured Trust” means each of: Bear Stearns Mortgage Funding Trust 2006-AR2 (“BSMF 2006-AR2”), Bear Stearns Mortgage Funding Trust 2006-AR4 (“BSMF 2006-AR4”), GreenPoint Mortgage Funding Trust 2005-AR5 (“GPMF 2005-AR5”), GreenPoint Mortgage Funding Trust 2006-AR2 (“GPMF 2006-AR2”), GreenPoint Mortgage Funding Trust 2006-AR3 (“GPMF 2006-AR3”), Structured Asset Mortgage Investments II Trust 2006-AR7 (“SAMI 2006-AR7”), Structured Asset Mortgage Investments II Trust 2006-AR8 (“SAMI 2006-AR8”), and Bear Stearns Alt-A Trust 2006-R1 (“BALTA 2006-R1”).

5. “Random Sample Loans” means the loans identified by Ambac to You in *Ambac Assurance Corporation et al. v. EMC Mortgage LLC et al.*, Index No. 651013/2012 (N.Y. Supreme Court) in connection the Ambac Insured Trusts and Bear Stearns Alt-A Trust 2006-4 to be reunderwritten by Ambac’s experts.

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

7. “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.

8. “JPMorgan Trusts” means the combination of the Accepting Trusts and the Non-Accepting Trusts as defined herein.

9. “JPMorgan-DOJ Settlement” means the \$13 billion settlement between the United States Department of Justice and JPMorgan announced on or about November 19, 2013.

10. “JPMorgan-SEC Settlement” mean the \$296.9 million settlement between the United States Securities and Exchange Commission and JPMorgan announced on or about November 16, 2012.

11. “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 JPMorgan Trust.

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

13. “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.

14. “Repurchase Loss” means any loss to any JPMorgan 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 Loss” means any loss to any JPMorgan 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.

16. 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.

17. The terms “all” and “each” shall be construed as all and each.

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

19. “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.

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

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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).

30. 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.

31. 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).

32. 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.

33. 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.

34. 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

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

36. 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 ON BEHALF OF ALL OBJECTORS

1. Any draft complaints provided to you by the United States Department of Justice (the “DOJ”) to JPMorgan with respect to claims resolved in the JPMorgan-DOJ Settlement, including the draft complaint prepared by the United States Attorney's Office for the Eastern District of California.

2. Transcripts and accompanying exhibits for all depositions of current and former JPMorgan employees taken in connection with the investigations that resulted in the JPMorgan-DOJ Settlement and JPMorgan-SEC Settlement.

3. Transcripts and accompanying exhibits for all depositions of current and former JPMorgan employees taken in connection any litigation related to any JPMorgan Trust.

4. Documents produced by You to the DOJ and to the SEC in connection with the investigations that resulted in the JPMorgan-DOJ Settlement and JPMorgan-SEC Settlement.

5. Communications with the Trustees concerning actual or potential breaches of representations made by JPMorgan in the operative documents for the JPM Trusts, including requests by any Trustee for loan files and underwriting guidelines.

6. Documents sufficient to show the results of any mortgage re-underwriting that was performed by or on behalf of any person with respect to loans held by JPMorgan Trust.

7. Documents concerning any analysis of losses to the JPMorgan Trusts provided to JPMorgan by the Institutional Investors, or any other Certificateholder.

8. Information and analysis concerning actual or potential liability of JPMorgan for Repurchase Loss and/or Servicing Loss for the Ambac Insured Trusts, including any reports and presentations made to or by the Inside Institutional Investors concerning JPMorgan’s actual or potential liability.

9. All documents JPMorgan provided to any Trustee Expert or to the Trustees for use by or with respect to any Trustee Expert.

10. All documents providing notice of an Event of Default with respect to a JPMorgan Trust or alleging a breach of any obligation under the PSAs by the servicer or master servicer for any JPMorgan Trust.

11. All documents involving Alayne Fleischmann concerning her whistleblowing activities including, but not limited to, her communications with Greg Boerster, William Buell regarding the quality of loans originated, acquired, or securitized by JPMorgan.

REQUESTS FOR PRODUCTION ON BEHALF OF AMBAC

1. All loan files, associated underwriting guidelines, and servicing records for the Random Sample Loans.

2. Reports, including any drafts and the final version, and data concerning due diligence of loans securitized in the Ambac Insured Trusts conducted by you or on your behalf, including by Clayton Holdings, LLC, Watterson Prime Consulting, LLC, or other third-party vendor.

3. Reports, including any drafts and the final version, and data concerning post-securitization quality control of loans securitized in the Ambac Insured Trusts conducted by you or on your behalf, including by ADFITECH, Inc., or other third-party vendor.

4. Documents sufficient to identify all loans in the Ambac Insured Trusts for which JPMorgan has made claims for repurchase or other compensation to a mortgage loan originator or seller, the date of such claims, the basis for such claims, and any compensation received by JPMorgan in connection with such claims, including without limitation data from the WITS database and LMS database.

5. With respect to all such loans identified in response to the preceding request, documents sufficient to identify the amounts, if any, that JPMorgan paid to the respective trust and the date of such payment to the trust.

6. All seller monitoring reports or exclusionary/watch lists created by JPMorgan in 2006 and 2007 with respect to the following mortgage loan originators: GreenPoint Mortgage Funding, Inc., Countrywide Home Loans, Inc., Bear Stearns Residential Mortgage Corporation, and SouthStar Funding LLC.

7. Documents memorializing JPMorgan's evaluation of the potential repurchase liabilities of Bear, Stearns & Co. (or its affiliates) (collectively "Bear Stearns"), in connection with JPMorgan's acquisition of Bear Stearns.

DATED: New York, NY
December 8, 2014

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CERTIFICATE OF SERVICE

This is to certify that on this 8th day of December, 2014, the foregoing was served on the below-listed counsel by electronic mail and FedEx.

/s/ Samantha C. Glazer

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Courtesy copies were sent to all other counsel via FedEx.