A
ability 90:8 103:11 190:21 236:4 273:15
able 78:8 96:16 183:20 191:9 211:13
abruptly 191:4
Absolutely 58:15
accept 65:13
acceptable 88:20 95:3
accepted 222:1 281:9
access 38:2,4 303:22
accommodate 98:24 142:8
accommodating 95:17,21,24 97:9 142:2
accompanied 269:20
accomplished 169:14
accosted 242:18
account 18:9,12 31:11 35:12 36:12,23 37:9 39:7 103:12 116:18 117:5
accounted 33:22
accounting 20:13 33:3 139:14 181:1 259:21
accounts 37:7 37:11,14,20 38:3,11,14,24 40:6 104:2,7 176:8,12 180:24
accumulated 220:24
accurate 168:8 303:10
accurately 280:17 281:5
acknowledged 248:5
Acknowledge... 4:14 97:22
acknowledges 93:6,24
ACKNOWLE... 305:1
acquired 255:3
acquiring 255:13
acting 176:9,12
action 115:6 303:15,18
actions 35:14 141:7,11 143:15,20,21
actively 116:1 171:14
activities 17:11 29:9 40:6 116:2 181:2 196:11 206:18 266:11
activity 137:22 154:12 155:10 224:12,14
actual 209:21
added 121:10
adding 90:24
addition 96:6 242:3
additional 28:16 53:9 78:20 124:12 181:18 181:22,24 211:1 240:17 283:5 290:15
address 40:9 111:17 117:16 198:24 200:3 201:12 240:12 265:15,20 266:4,13 290:16 294:3
addressed 101:24 265:3,9 266:12 291:16 291:19
addresses 198:20 199:22
addressing 155:17
adequate 111:8 111:17 192:20 281:11
adequately 40:8 155:1 180:22 242:8 244:7
administer 11:19
administration 257:14
administrative 114:16
admissibility 58:2
advance 51:4,9
advanced 51:19
advantage 51:21
advised 189:20
advocated 144:19
affect 50:6 103:11 104:1 220:21
affiliate 256:6
afternoon 120:8 206:15 222:21 222:23
aged 72:21 77:7 88:16,19 217:21 219:22 292:4
agency 53:16 88:15
agents 102:23
ago 44:19 107:22
agree 144:18,21 144:23 220:5 221:5,8,10,20 264:3,8
agreeable 57:20 57:21
agreed 35:15 39:8 40:13 53:8 169:9 191:5,22 221:24
agreeing 78:21
agreement 6:7 92:6 116:20,22 117:10,13,14 117:19 141:24 166:12,22 172:3,9 173:10 173:11,21 175:2,8,15,22 176:3,21 177:3 177:21 178:6,8 248:14 249:9 252:20 255:15 255:18 256:8 260:8,17 262:19,21 263:8 273:5 278:23 292:9 292:11,15 300:22 301:6,9 302:2,7,10
agreements 74:21 177:6 257:20 259:14 262:10
agrees 93:7 94:1 94:22
ahead 22:22 113:13 193:7 193:15,20 204:22 246:4
airplane 124:22
Alabama 1:23 2:8
alarming 128:8
albeit 141:18
Alliance 269:20 272:21 273:2 273:11,16,20 273:24
allow 71:8 80:9 95:8 118:8,9 136:21 190:14
allowed 45:21 49:5 78:2 79:24 190:4 212:2
allowing 97:12 118:12
allows 78:4
amalgamation 223:14
America 213:8 213:13
amount 45:20 49:4 67:20 156:20 157:1,9 157:15 202:24 203:4,12 205:11 294:11
analyses 268:19
analysis 168:19 236:20 252:10 268:5 269:6
analyzing 279:19 280:4
(b) (7)(C) 05:9
and/or 26:23 93:12 123:3 195:5 196:5
(b) (7)(C) 8:7

293:6
angle 143:16
(b) (7)(C) 2:13 11:5
(b) (7)(C)
2:13
annually 226:8
answer 9:5 13:2 22:22 41:15 54:8 76:3 97:19 98:19 99:13 139:10 157:5,20 158:4 163:16 195:19 203:14 268:24 283:6,9 284:2 285:1,11 301:22
answered 293:3
answering 79:3 157:21
answers 12:18 56:1 301:10 305:6
anticipate 73:16 212:3
apologize 17:18
apparently 128:2
appeal 278:1,6,7 278:17 295:3
appear 197:23
appears 26:4 62:22 131:9,22 147:6 173:16 198:19 218:6 272:2 293:15 293:17 298:20 301:18
application 214:10,19 215:2,6 216:6 256:7 279:11 279:20 280:7,9 281:8
applications 68:19
applied 149:11 152:1
apply 155:4
appreciate 137:15
appropriate 40:14,24 76:5 88:15 246:6 261:12 274:22
appropriately 284:7
approval 70:14 71:8 76:12 79:5 213:10 214:20
approve 70:19
approved 99:3 134:7 189:21 190:18 214:22
approximate 252:3,5
approximately 70:15 120:9 181:14 192:19 217:10 220:18 254:2 263:24
April 4:7,9,11 5:5,9 6:3,11 7:14,17 8:6 86:21 89:7 91:6,22 92:9 93:8 94:1 95:1 102:5 109:3 113:17 114:10 120:15 129:15 131:4,10,13 133:24 134:2 134:12 135:1 136:5 138:14 139:1,23 143:14,22 146:8 155:10 156:12 157:16 157:17 167:1 171:19 178:22 181:17,20 183:21 208:15 210:8 229:9,16 231:9,16 234:22 237:5 239:14,15 246:17 247:8 248:14 267:15 267:21 269:22 272:15 273:21 282:16 293:5 293:16 297:21 298:2 299:6,10
area 20:1 31:7 40:4 227:12 241:22,23 244:12,18 258:6 268:13
arguing 282:10
armed 239:19 239:24
arose 279:10
arranged 220:23 275:15
arrangement 190:8
arrived 246:17
arrow 125:18
article 141:12
articulate 37:17 216:16
artwork 271:14
ASAP 43:7,10 43:12 45:21 46:7,13,18 49:2,6,21 50:9 50:13,23 51:3 51:4,5,9,18 52:2,5,21 53:1 88:19,21 113:7 119:4,9,17 120:11 155:17 209:23 210:14 217:21 266:9
aside 83:8 232:15
asked 13:1 53:14 107:16 118:2 121:16 123:2,8 126:3 141:22 231:1 234:24 257:3,5 280:24 301:2
asking 13:24 37:3 57:1 130:9 195:19 223:4 284:18 284:23,24 288:1,10
aspect 227:10
aspects 61:14
ASSERTED 5:22 164:23
assess 185:16 235:17
assessed 111:20
assessment 117:8 235:4 241:7 243:14
assets 168:4
assigned 35:11
assist 238:14
assistant 114:16
associate 80:19
associated 19:20 20:17
assume 113:16 117:21 122:4 145:24 149:1 150:23 152:3 174:7 195:3 199:8 203:12 235:11 249:2 278:3 298:23
assumed 255:11 259:9
assuming 172:21 299:7
assumption 122:7 135:9 150:5 255:1
asterisk 149:8
Atlanta 18:10 24:4 39:13 233:15
attached 3:14 5:5 25:4 35:24 70:23 134:11 305:9
attachment 5:17 5:20 25:22 158:15 160:21 299:14
attempt 211:10 220:20 279:16
attempted 246:10
attendance 24:15
attention 34:11 52:9 61:19 73:3 91:23 94:16 124:12 124:14 181:7 184:24 187:14 201:3 299:24
attorney 22:20 22:21 127:9 300:18 303:14 303:16
attorneys 23:5
attract 99:10,11
attributable 295:12
attributed 250:3 250:10
audit 26:23 27:3 27:8,21 28:14 29:6 32:5,11

32:16 36:1,5 60:18 61:1,9 61:10,13,22 226:23 227:5,8 227:10 228:13 231:15
audits 225:19 226:5,9,22 227:17,21 228:2 268:10 268:19
authored 107:6
authority 176:13
availability 14:10
available 82:11 246:7
Avenue 1:22 2:12
average 149:11 149:12 150:14 151:24
awaiting 149:17
aware 64:22,23 74:13,20 76:11 194:17 212:12 221:18 232:2 242:17,20 246:13,14 268:4,9 269:13 275:3,5 276:8 277:4,18,23 279:2 280:3 281:19 283:15 283:16 284:15 284:24 285:2,4 285:15 286:3 287:17
a.m 1:17 58:18 58:24 100:13 121:1 241:20

B

B 3:9 77:13
(b) (7)(C) 25:23
back 20:20 33:7 42:19 48:17 52:9 53:21 58:23 69:9 75:6 76:8 92:8 100:18,23 112:12 128:13 137:1 138:17 152:15,21 156:16,20,21 163:23 165:17 165:23 174:11 178:19 181:17 192:5 205:17 207:7,13 218:5 222:15 229:5 234:6 244:14 267:7 274:7 279:5 281:13 282:22 295:6 296:17 299:24
background 22:3 30:14,19 43:9
backing 121:8
backlog 88:17
bad 116:18,18 117:8 247:7 263:1
balance 78:9 113:16
bank 37:14,20 43:6 44:15,16 114:18,21 115:20,22 117:11,17 125:11 126:6 135:7 140:17 141:4 167:21 255:23
banks 190:6
(b) (7)(C) 56:10
based 18:9 21:7 28:12 31:20 33:17 35:24 40:22 74:4 78:5 118:23 124:1 133:5 138:7 149:9 175:11 178:4 182:20 220:3 233:15 236:3 288:6 301:14
basic 173:7
basically 24:11 141:14 291:5
basis 33:17 79:8 79:14 173:12 190:5 258:4
Bates 3:15,17,19 3:20,22,23 4:3 4:5,8,10,14,15 4:17,18,20,22 5:3,6,8,10,12 5:13,15,17,20 6:3,5,12,14,15 6:16,17,19,21 6:22 7:3,5,7,8 7:11,14,17,20 7:22 8:4,5,9 25:5 29:17 41:18 48:3 60:3 64:2 69:16 76:17 81:19 86:22 89:8 97:22 101:11 104:24 106:18 108:6 129:5 130:12 134:13 135:16 140:1 142:16 145:1 155:22 158:15 160:21 167:2 170:15 178:24 184:13 186:12,13,15 188:24 192:10 197:4 198:1 200:10 208:1 212:21 213:17 229:9,17 253:5 270:19 272:4 289:5,7,22 297:4
bcc'd 30:15
Bean 1:4 6:8 7:16 10:5 11:13 16:12,17 16:21 17:1,18 18:3,7,12,18 19:9,21 21:2 21:15,16,20,22 23:18 24:3,7 24:14,18,23 25:1 28:9 29:12 30:12 31:15 33:7 39:17 40:2 48:24 52:14 55:1,9 66:23 73:7 87:20 90:8,11,22 91:22 92:7,18 93:6,18 101:3 102:17 103:3 109:6,22 110:7 110:16 111:3 112:11 113:9 114:4,11 115:13,23 116:2 117:7,10 117:22 120:16 123:20 126:13 131:7 132:10 132:22 133:23 135:8 136:3 138:24 141:17 141:21,23 142:12 147:23 148:4 149:19 151:16 153:15 153:18 155:19 158:4 159:11 159:16 162:21 164:6 166:12 170:10 171:7 172:3,10 174:8 174:18 180:2 185:17 187:12 194:12 195:5 202:18 214:20 214:24 216:3 223:3 226:18 227:14,21 228:14 229:15 231:10 232:7 232:20 233:21 233:21 234:3 234:19 235:9 236:2,6,20 237:5,13,23 238:15 240:13 240:19 242:21 243:4,22 245:18 246:10 246:15 247:11 252:11 253:1 255:4,16 256:5 256:10 257:17 258:17,23 259:8 260:14 264:14 265:4,9 265:11,16,22 266:2,12 267:13 268:20 269:7 273:5,8 276:10,11,23 279:11,18 280:6,19 281:7 281:21 283:17 285:5,17,19 286:6 287:19 293:19 295:16 295:24 299:3

300:22
Bean's 269:21
began 24:22
beginning 44:15 137:23 138:3
begins 10:2 42:5 46:24 219:14
behalf 18:8 24:17
belief 280:16 281:4 295:9
believe 19:1,10 36:10 37:11 47:17 49:18 57:22 94:17 99:23 102:20 107:8 111:12 112:9 114:20 117:3,9 130:5 132:18,20 134:6 140:21 143:10 154:13 162:12 180:9 180:12 186:3 188:20 190:2 192:2,2 200:5 217:19,24 226:20 227:23 228:16 230:20 238:19 239:17 241:17 248:16 249:19 250:23 252:12 255:19 256:23 272:18 273:3,12 279:9 280:14,15 282:5 291:8
believed 240:23 262:17 263:6 265:2,10
beneath 39:6
beneficial 122:10
beneficiaries 177:18 178:1
benefit 21:19 177:22
(b) (7)(C) 48:19 48:23 49:13
best 95:15,22 96:14,15 111:21 168:5 192:22
better 43:23 169:12 266:3 274:10
beyond 49:21 50:24 88:20 191:1 269:12
bid 169:12 170:1 170:4,6 171:8 171:23 172:1,5 274:1
bidding 170:12
bids 99:10
bifurcated 275:17
billion 180:21
biographical 14:23
biography 3:13 14:14,22
(b) (7)(C) 1:23 2:8
bit 20:21 110:9 141:10 150:13 194:8 225:19 225:23 228:7 238:13 240:3 241:12 258:14 277:14 283:12
blank 174:5,6
(b) (7)(C) 114:12,15
bold 137:11,15 138:3
BonSalle 105:10
borrow 220:23
borrower 33:13 68:14,17,24 69:2 132:24 181:14 182:5 201:7,22 204:4 205:9,23 249:19 295:8 298:11,13
borrowers 38:22 96:7,11,13 148:9 219:9
boss 179:18
bottom 53:5 82:16 119:4 129:19 185:2 186:6 187:22 201:20 202:17 270:17 287:6,8 298:9
bought 156:16 156:21 220:15
bounce 103:6
bounced 103:1,3
bound 262:17
Bowman 131:24
branch 132:3
branches 132:5 132:5,6
breach 88:9,11 206:21 248:4
breaches 88:3,4 89:2,3 142:10
break 13:1,3 58:10 81:3 101:1 178:11 222:8 266:15
brief 222:13 229:3
bring 182:3 237:19 244:15
bringing 244:14
broke 147:7 286:1
broken 182:13
brokering 171:14
brought 21:21 237:11 238:4 273:20
Brown 104:10 198:12 297:19
(b) (7)(C) 136:4
building 242:2,6
built 190:19
bulk 80:8
bullet 31:17 34:12 36:17,19 36:22 132:11 167:16 169:7 201:19 202:17 205:18 215:10 216:9 217:8,20 218:9 219:13 272:17,20 287:1
bullets 33:1
(b) (7)(C) 2:7 11:2
business 21:1,7 21:15 24:22 49:7 50:17 123:24 124:7 126:15 141:20 148:23 155:18 179:19 190:20 227:2 236:12 278:21
busy 59:18
buy 21:5 209:18 236:8
buyer 99:21
buys 153:22

C

C 2:1 303:1,1
calculating 155:1
calculations 113:21
California 132:4
call 18:14 53:3 53:10 104:11 114:19 115:10 120:3 121:2 125:4 126:4,22 126:24 167:20 167:21 168:10 169:1,5,11,24 238:9 251:2 272:18,19 280:11 292:5
called 43:6 127:6 149:5 270:6,9
calls 46:12 255:22
capability 34:14
capable 31:24
capacity 56:2 57:2,3,7 58:5,7 60:15 63:4,10 63:19 64:15 66:13,23 68:8 69:4 70:4 71:5 72:13 74:5 76:10 77:4 80:4 85:19 86:3,12 87:13 90:2 93:16 94:7 95:7 97:7 98:10 99:16 103:10,24 111:24 112:1,6 115:20,24 119:8 123:13 128:5,21 141:5 142:7 143:21 146:20 157:14 159:9 161:13 162:24 164:11 175:12 177:1 180:15 182:21 191:15 193:24 194:9 202:1

206:8 210:1 215:21 217:3 281:17
capital 22:1 171:7,12
capture 268:22 269:15
captured 163:24
car 124:20
career 263:11
Carolina 132:7
case 10:9 28:21 56:22 82:10 115:9 149:7 168:2 170:4
cases 61:16
case-by-case 168:19
cash 31:23 33:2 180:24 209:16 209:19
categories 147:1 255:5
category 129:1
Catherine 140:17
Cathy 114:19,20 115:11,19 116:14,17 117:4 125:9,10 134:24 136:18 140:16,20
cause 93:8 94:24 132:13 133:1,7 241:4 248:7 282:15
caused 243:5,15 288:13,17,20 288:23
causes 49:8,14
cautious 111:15
CCP 1:18 303:20
CCR 1:18 303:4 303:20
cc'ing 297:20
cease 191:16
Center 148:16 290:9
central 240:18
CEO 30:11 77:13 136:3 174:8 182:10 182:23 183:5 195:24
certain 21:10 33:24 78:4 107:7,9 260:15 274:5 277:18 285:18,21 294:9,11
certificate 160:9 284:8
certificates 127:10,15,19 139:17
certification 224:3 225:7
Certified 303:3 303:21,21,22
certify 303:5,9 303:13 305:4
CFO 213:9
chain 65:9
challenges 119:20
chance 54:6 76:4 211:15
change 56:1 137:20 189:20 264:8 304:3
changed 93:17 172:1 258:10
changes 53:11 53:23 123:18 189:15 305:8
characterize 47:8
characterized 280:17 281:5
chart 299:20
Chase 121:8,9
cheat 263:20
check 127:20 292:17,24
checking 103:12 104:1,7
checks 103:1,4,6 206:17
(b) (7)(C) 53:8 258:11
Chicago 2:4 132:4
Chief 179:20
chooses 141:19
chronic 218:6
chronology 109:4
circled 114:19
circulated 188:3
circumstances 80:13 95:24 97:18 144:6 157:4 162:5,7 167:24 168:17 212:15 237:22 275:12 276:1 277:19 288:12 291:18 292:3
cited 112:10
claim 153:1,8,9 153:21 154:19 285:5
claimed 285:17
claims 147:2 154:10
clarification 301:5
clarifications 301:8
clarify 38:12
Clayton 7:13,16 185:3,7,9,13 186:5 228:8,12 229:8,14 230:17 231:2,6 231:15 233:9 233:20 234:2 234:18,23 235:3,23 236:10,19 268:3
clean 12:21
clear 56:17 85:18 107:17 125:11 162:23 164:17 211:3 217:2 300:14 301:14,24
clearly 295:18
client 22:13
clients 16:12 23:13 32:17
close 102:24 273:12
closely 35:11 53:12
closing 102:24 104:13,16 201:15 204:12 204:15 205:14
closure 191:12 191:17
CLR 1:18 303:20
coffee 244:15,15
coincident 184:6
colleagues 209:11
collect 33:12
collected 33:21
collection 40:5
collections 259:22
collectively 188:1
Colonial 73:8 114:18,21 115:20,22 117:11,17 125:11,24 126:6,11,20 135:7 140:17 167:21 169:9 255:23
column 71:14,19 72:15 73:3,6
combination 258:10 260:21
combinations 247:3
come 38:21 50:4 50:7 51:11,13 55:7 65:17 75:17 89:3 230:9,10 233:2 294:8
comfortable 125:22
coming 78:21 107:14 117:12 136:18 151:16
commencement 303:6
commencing 1:17
comment 27:15 27:18 106:7 110:21 188:3 301:4
commented 217:1
comments 34:20 215:1,4 300:21 301:8,17,19,24
commission 305:20
commit 79:6
common 26:13 26:16 65:15

66:4,10,23 71:7 75:13 77:6 95:7,13 99:7 176:21,21 177:2,8,9
commonly 180:4
communicating 146:4
communicatio... 74:13 303:22
community 190:6
company 1:9 10:9 78:1 93:5 93:5,12,24 95:1,2 139:19 181:4 182:11 196:5 215:18 220:22 269:19
comparable 99:11
compensation 153:12
complete 162:20 181:21 192:22 211:16
completed 52:13 181:16 188:2 235:23
completely 32:8 77:9 91:2 221:23
completion 191:8
compliant 151:9
comply 226:17
complying 227:2
comprehensive 61:13
concern 44:21 45:24 46:2 111:6 123:16 123:21 180:16 195:10,13 202:4,7 203:6 206:12,13 215:22 216:5 217:4 245:8 278:10
concerned 42:23 114:21 115:18 235:7 240:24 241:5 243:6 244:1 278:12
concerning 34:13 72:20 126:7 282:12
concerns 24:12 96:5 110:1 146:19 243:21 245:4
conclude 211:14
concluded 302:24
conclusion 131:17 221:24 235:5,23 236:9 237:20 269:2
conclusions 233:19 234:8,9 235:22 236:18 236:23 269:10
concurred 134:7 281:9
conduct 228:12 234:24 263:6
conducted 144:3 224:14 225:20 227:21
conducting 252:10
conference 52:13 53:10 126:21,24 167:20 169:10 169:24 238:9 238:10 255:22
confidence 124:2
Confidential 4:14 5:7,8,12 6:4 97:23 134:14 135:17 142:17 167:3
confirm 165:20 191:12,17 224:18
confirmed 209:10
confirms 104:14 209:21
confronted 80:7
consecutive 271:21
consent 175:17 175:18
consider 68:9 118:11 124:10 237:12,21
considered 72:21 80:12 149:23
considering 216:5
consistent 123:17 144:7 152:4 199:21
consistently 45:20 49:3
(b) (7)(C) 1:18 303:3,20
consultant 31:8 35:10,18 42:11 133:20 137:18 137:24 138:4
consultants 195:23
consume 120:17
consumers 96:7
contact 17:14 292:1
contacted 141:4 235:3
contained 110:16 139:7 198:20
contemplated 176:14
content 32:9
contents 173:20
context 17:13 19:24 30:13 33:6 51:3 53:22 67:9,24 102:8 109:1 131:2,5 157:6 157:8 259:16
continue 28:23 137:21 190:4 190:15,22 191:6 276:22
CONTINUED 4:1 5:1 6:1 7:1 8:1
continuing 205:2 268:12
continuous 28:17
contract 78:3 87:19 90:11,20 92:8 93:7 111:2 133:10 142:11 150:24 191:1 206:20 206:22 227:4 232:23 248:4,7 259:17,20 262:14 282:15 292:19
contracted 239:2
contracts 21:9 95:3
contractual 91:3
control 18:24 19:20 24:6 31:23 32:18 33:2 49:10,15 63:6 78:17 88:22
controls 28:18 40:8 47:5,9,15 49:8 139:13 206:17 247:22 250:9
conversation 59:11 118:15 118:17,19 120:13 126:11 126:20 169:6 238:16 247:1 250:21
conversations 247:12 249:20 256:1,3 258:21
convey 295:15
COO 123:1 131:24
cooperative 235:15
copies 166:2 172:7
copy 6:10 25:16 160:17 172:13 248:18 249:9
Corey 67:6,7
corporate 13:21 14:4 60:15 63:3,10,19 64:15 66:13,22 68:8 69:4 70:4 71:5 72:12 74:5 77:4 80:4 85:19 86:3,11 90:2 93:16 94:7 95:6 97:7 98:9 99:16 103:10,24 111:24 112:6 119:8 123:13

128:4,21 133:6 142:6 143:21 146:20 157:14 159:8 161:13 162:24 164:11 175:12 177:1 180:15 182:21 191:14 193:24 194:9 202:1 206:8 210:1 215:21 217:3 231:23 240:6
corporation 1:4 1:5 6:9,9 10:6 10:7 57:13 70:17 91:23 125:7 172:11 172:12 254:6 254:23 300:23 300:24
correct 15:3,4 19:4 22:5,13 25:24 26:1 38:17 39:9,11 47:24 51:20,23 52:1 53:8 56:4 56:8 70:8 71:24 72:1,4 75:3 79:10 92:1,2,13,14 102:1,2,4,7,10 102:11,20 105:10,13,15 110:12,23 118:21 119:6 129:16,17 131:16 135:1,2 137:5,6,9,10 137:13 138:10 138:13,21 143:4,5,18 155:3 156:10 156:11,13,17 161:15,16,20 164:16 168:15 175:2,3 177:19 180:11 185:20 189:24 191:13 196:15 197:1,2 198:13,15 199:4,18 200:4 201:14 204:5,6 204:9,10,19,23 205:10,13,20 206:1,5,6 208:16,17 214:14,15 218:11,14 224:16,21 225:3,12 227:7 228:15 231:11 231:12 232:3 241:2 246:23 256:11 260:11 260:12 261:23 261:24 263:10 264:1,15 267:16 272:19 274:13 279:13 279:14 296:1 297:15,22,23 299:16,18,22 300:15,24 301:1 302:11 302:12 305:6
corrected 254:4 254:21
corrections 305:8
corrective 35:14
correctly 27:10 37:20 38:15 40:18 48:19 71:3 131:23 136:22 143:17 157:21,23 168:6 169:21 176:17 178:2 180:22 188:14 215:19 216:23 217:14
correspondence 257:21,24
correspondent 278:11
costs 272:22
counsel 2:5,10 2:16 5:23 10:22 14:8 15:1 60:19 115:8 116:21 116:22 117:12 141:1 164:24 166:23 223:15 224:16 232:16 282:9,18 303:14,17
counter 19:18 68:5 226:24
couple 44:18 80:22 107:13 107:22 228:22 263:15,23
course 26:4 58:11 109:6 120:1 126:15 144:14 148:22 155:18 224:11 266:16 278:20 286:1 288:22
court 1:1,22 10:11,20 11:15 11:19 29:1 211:9 270:3 301:20 303:3 303:21
cover 181:18 183:20 184:8
coverage 159:21 254:2
covered 220:19 251:21 259:19 282:6
covering 25:1 227:9
covers 61:14 259:21
co-mingling 38:6,20,23
create 77:24 251:6,9
created 117:15 148:11 223:13 251:8
credit 19:18,24 20:4,5,7,8 121:11 151:2 151:20 202:12 228:3
creditor 256:4
(b) (7)(C) 122:24 123:14 131:24
(b) (7)(C) 258:11
cross-examina... 211:16
cross-examine 211:6
CRR 1:18 303:20
CSTD 52:15,17 52:18
current 15:6,8 26:9 121:7 169:18 189:19 218:23 219:1,9 236:2 287:13 288:8
currently 202:3
custodial 20:15 20:15 33:3 37:6,10 38:20 137:19 139:14 180:24 259:24 259:24
custodian 176:11
custody 110:1 245:5,12
customer 16:24 31:11 51:11 52:18 65:18 66:5 94:8 97:9 99:2,9,12,22 99:24 100:1 112:24 126:9 156:21 168:20 183:5 190:19 216:6 226:12 226:13 227:1,7 245:11 264:9
customers 16:1 21:7,10,13 22:1,7,8 23:16 26:18,24 27:2 27:4 32:17 33:12 61:12 62:1,3 65:14 77:7 80:5,10 95:16,17 98:13 101:7 124:6 126:8 182:24 196:1 225:21 226:6 236:13 295:4
customized 32:10 162:4
cut 289:2
cycle 191:9

D

D 3:1
Dallas 290:10
(b) (7)(C) 6:12 178:23 179:16,20
danger 244:2
(b) (7)(C) 31:5,9 114:13
(b) (7)(C) 114:12
dark 244:17

data 113:23 144:16,22 235:12
database 194:23
date 25:2 44:1 71:15,20,22 72:15,18 79:5 102:5 114:24 120:9 171:17 171:20,22 172:1 201:16 204:12,16,24 205:14 231:18 235:1 256:13 256:18 264:16 268:15 286:5 287:13 298:22 298:24,24 299:1 303:12 305:15
dated 3:16 4:4,7 4:9,11 5:5,9,16 5:19 6:3,9,11 7:10,14,19 8:3 8:5,6,7 25:22 29:15 48:15 54:19 70:7 76:16 77:12 79:9 86:21 89:7 91:6,21 105:14 134:12 134:24 139:23 143:3 158:13 160:19 167:1 172:12 178:22 188:21 196:19 213:15 214:13 229:9 231:8 234:22 253:3 253:19 289:4,6 289:18,19 293:5,7 303:24
dates 218:13,20 218:23 239:12 285:20 287:4
daughter 247:7
day 48:1 120:3 248:20 305:18
days 51:8 72:11 102:9 120:2 137:8 196:23 215:16 290:17 290:24 291:16 291:19 292:21 292:22
day-to-day 18:11,18 31:10 42:16
deadline 141:22 291:11
deal 249:24
dealing 257:8
deals 39:23 109:12 129:20 180:9
dealt 171:11 183:18
Dear 70:12
(b) (7)(C) 04:10 198:11 297:19
December 3:16 29:15 30:5 40:23 41:9
decide 23:7 278:19
decided 275:7 276:10
decision 106:2 142:7
declined 106:7
decrease 203:9 203:10
deeper 141:10 196:3
default 39:23 40:3,4,15,17 40:24 41:2 84:8 86:6 215:11 228:3 259:22
defaults 84:7 127:12 148:8
Defendant 1:10 2:10
deficiencies 27:20 28:13 32:2 36:2 248:3
deficiency 151:20
define 20:1 53:10
definitely 124:18 145:17
Delaware 1:8 10:8
delay 69:6
delayed 76:12
delays 33:4
delegation 151:3
delinquent 40:6 40:9 195:23 196:6 215:16 216:21 219:4,8 285:18 286:7 287:20 288:4,9
deliver 45:2 248:1
delivered 64:18 128:8 132:21 149:1 151:7,13 151:23 153:14 154:2 159:18 163:20 182:17 183:4,10 196:9 209:15 239:16 251:8 267:22 267:24
deliveries 7:17 139:12 181:13 182:4 229:16 234:20 235:1
delivering 45:5
delivery 21:20 43:24 44:4 45:9 51:8,9 88:9,11 133:8 139:17 150:1 150:23 151:5 154:5 162:11 164:3 182:15 194:15 201:21 202:8 205:22 206:22 247:21 247:23 275:16 284:4 288:5 295:21
demand 66:3 68:24 72:9 73:14 74:16 75:19 84:15 128:23 262:1 278:22 294:10 294:24
demands 67:1 75:2 79:4
DEPARTME... 2:11
depending 226:11
depicted 26:19
Deponent 2:16 305:1
deposit 37:23
deposited 33:21
depositing 33:4
deposition 1:13 9:2 10:3,16 11:17 12:11 13:16 55:16,21 56:13,14 58:19 59:1,6 82:20 100:14,20 152:12,18 207:3,9 211:7 211:10 223:1 232:1,8,12,15 267:3,9 299:24 302:21,23
depositions 80:23
depositories 37:8
described 46:10 113:3 173:17 262:3
description 3:11 4:2 5:2 6:2 7:2 8:2 117:6,6
designate 63:23
designed 21:19 46:8 50:10,12 52:3
designee 232:12 232:18 281:18 283:15 285:15
desirable 50:20
desire 164:12 169:13
desk 45:18 52:19 113:1
desktop 190:15
destined 43:14
detail 35:7 70:24 138:6 147:14 152:24 154:18 180:1 197:22
detailed 61:11
details 65:10 126:7,12 276:15 279:3
detected 194:11
determination 111:21
determine 181:23 194:24 276:16 278:10
determined 67:24 216:19 218:22,24

287:12
determining 288:23
develop 150:12
dialog 66:19
(b) (7)(C) 132:3
differ 14:3
differed 15:15
difference 61:8 90:1,14,18
different 28:2 50:15 57:23 58:1 80:14 83:22 144:1,6 146:24 153:16 258:14 288:16
difficult 76:1 119:20
difficulty 64:24 102:22,23
dig 20:21 141:10
digging 196:3
diligence 7:16 206:15,16 229:15 234:19 234:24 235:24 236:6
diminish 245:8
dinner 244:13 244:14
direct 17:14 31:6 220:16
directed 164:13 257:21
Direction 9:5
directly 18:1 75:10 122:4 254:7,24 255:9
director 30:22 114:14 132:1 146:1
disburse 209:19
disbursement 299:9,12
disclosed 36:1 252:23
disconnect 106:5 284:23
discovered 44:17 188:10 196:3 252:9
discovery 128:13
discrepancies 218:23 287:13
discrepancy 203:4
discretion 95:4
discuss 24:5 52:15 126:7 127:6 169:9
discussed 14:7 169:11 183:16 188:16 204:16 217:23 228:7 247:5 298:16 302:8
discusses 36:12 298:1
discussing 101:2 101:5 125:23 171:10
discussion 165:14 228:9 289:12 297:1
discussions 74:13
disposed 85:7
disposition 259:23
dispositioning 142:4
dispute 23:4
disregard 110:3
distressed 99:21
distributed 254:15
District 1:1,1 10:11,12
division 10:13 31:13
DIVISIONS 1:2
document 4:6 27:6 31:18 32:3,8,14 35:22 40:24 41:10 44:9 47:13,22 54:14 54:16,19 55:4 55:6,7 60:16 61:2 66:16 70:2 71:14 77:17 81:6,13 87:7,10,12,14 87:17 89:23 91:18,19,21 92:4,5,20 98:8 98:16,19,22 101:19 107:6,8 120:20 154:23 161:8,11 165:24 171:1,4 174:2 179:22 184:2 185:24 186:2 189:9,15 195:18 197:15 197:19,23 204:2 205:3 210:17 214:3 215:9 224:24 230:5,6,16,18 231:8 240:7,18 248:5,9,12,13 248:18 249:13 249:15 253:18 253:22 286:16 289:22 293:15 301:12,14
documentation 20:9 110:17 260:1 281:11
documented 139:16 160:7 284:7
documents 7:5 7:12 9:10 40:14 41:11 42:22 81:18,24 88:18 94:4 139:8 161:19 169:4 187:9 194:6 196:11 200:9,20,24 223:15,19 224:2,10,19 229:24 230:4 230:10 231:7 233:2,2 238:22 251:12 264:24 265:5 277:7 289:18
doing 121:21 133:17 214:17 227:2 284:19
dollars 155:2 157:1,24
dozen 263:16,23
DO/DU 190:4
draft 6:19 7:13 141:1 179:21 183:18 184:1 188:1,23 189:13 229:8 248:23 249:5
drafted 60:17 107:8 269:8,9
drafting 166:10 166:20 178:7 179:12
drafts 257:20
Drive 2:3 201:12
drop 203:18
due 7:16 47:5 102:24 146:23 163:2 172:1 187:18 206:15 229:15 234:18 234:24 235:24 236:6 265:22
duly 11:23 303:7
Duplicate 218:10
duties 55:8 260:2
D.C 2:12

E

E 1:18 2:1,1,13 3:1,9 303:1,1,3 303:20 304:1
earlier 32:21 107:16 113:4 129:22 140:20 162:13 180:14 217:2,17 218:1 224:20 225:23 230:24 238:12 238:19 240:21 245:9 246:19 252:2,4 264:23 281:15 291:9 301:3
early 23:21 43:13,24 50:11 52:24 104:17 109:24 113:1 127:12 148:7 238:1 245:4 264:19
easier 69:14 96:24
economic 78:1
Edenwilde 201:12
effect 97:8,11 101:6
effected 137:19
effectively 32:1
efficient 79:8,14
eight 133:7

148:5,7,19 149:14 150:5 181:12 182:4 182:22 208:24 209:12,20 216:11 217:4 249:17 251:6 251:19,24 295:6,11 298:15
Eighteen 162:9
eighth 271:17
either 18:6 20:6 22:19 82:10 124:20 135:5,7 230:22 249:11 291:1
eleven 102:9 219:22 298:13
eligibility 64:20
eligible 119:21 150:1
email 3:14,19,20 3:22,23 4:3,15 4:17,22 5:3,8 5:12,13,15 6:14,21 7:3,7,8 8:9 25:4,21 41:18 42:5 47:18 48:3,15 60:3 64:2 65:9 67:5 69:16 101:11,22 102:12 104:24 105:9,16 129:5 129:14 130:12 134:4 135:16 136:3 142:16 143:2 145:1,12 145:16,18,21 146:4,11 155:22 156:9 184:13 185:2 185:19,23 187:15,16 192:10 195:6 198:1,11 208:1 210:4 212:21 297:4,18 298:1
emails 6:15 186:12,23 187:7 194:21
embarrassing 79:2
embolded 133:14
employed 185:12,13
employee 303:14,16
employees 17:15 17:16
encompass 227:6
encompassing 227:18
encouraged 121:9
ends 199:10
enforcing 278:14
ensure 40:13 137:18
entailed 17:5
entered 172:2
entire 154:23 253:21
entitled 202:15 212:11
entry 122:19 272:9
enumerated 32:21 232:14
environment 111:3,13 241:8 241:13,14 243:7,15
EPDs 127:11,11 148:5
(b) (7)(C) 132:1
Errata 305:9
error 153:15
escrow 176:8,11
ESQUIRE 2:3,7 2:13,15
essence 45:4
established 219:24
establishment 259:23
estimate 149:14 263:15
estimating 155:2
evaluate 185:16
evaluating 236:12
Evan 2:15 11:7
evan_s_stolov... 2:15
event 37:24 56:22 111:11 111:19 131:9 211:17 235:13 243:9 273:9
events 4:18 106:18 109:5 111:11 219:21 232:6 241:4
eventually 274:2
evidence 88:14 125:21 159:20 224:4
evidenced 136:14
exact 239:11
exactly 23:20 38:16 120:4 130:10 134:8 237:8 262:12
examination 3:4 12:2 193:16 222:18 303:6
examine 193:12
examined 11:23
example 153:23 275:22 277:5
examples 275:24 276:4
exceed 49:3
exceeded 45:20
exception 49:23 50:2 275:22 276:7
exceptions 49:9 49:14 50:7
excerpts 232:21
excessive 46:20
exclude 184:3
excuse 17:17 23:22 57:8 70:22 71:12 72:6 73:11 92:22 94:16 114:24 123:6 132:6 133:22 135:6 141:12 144:13 157:16 170:5 181:19 183:18 191:16 228:20 230:7 270:2
executed 92:6 95:3 117:15 248:5,24 249:3 302:9
Execution 6:10 172:13
executive 3:13 14:14 179:18 179:24 237:20 292:5
executives 124:6 242:5
exhibit 3:11 5:23 13:8,12 14:16 25:8,12 26:8 29:20 31:16 36:11 39:22 41:21 42:2,4 45:14 47:23 48:6,11 48:17 60:6,11 60:23 62:6 63:5 64:5,10 65:8,21 66:14 68:22 69:19,23 70:23 71:12,12 76:9,20,24 77:11 81:8,12 83:9 87:1,6 89:11,15,20 90:3,3,6,10,19 91:2,10,14 92:11 94:18 98:1,5 101:13 101:17 105:2,6 106:21 107:2 107:24 108:9 109:12 112:13 114:7 129:7,11 129:14,20 130:15,19 131:3 133:15 134:16,21,23 135:19,23 137:1,4 138:8 138:17 140:3,8 140:14 141:13 142:19,23 143:2 145:4,9 152:21,24 154:17 155:24 156:4 158:18 158:22 160:24 161:5,14 164:24 165:1,5 165:22 167:5,9 167:13 170:18 170:22 172:15 172:19 179:3,8

181:6 184:16 184:20 186:6 186:17 189:3,7 192:13 196:14 197:7,11,21 198:3,7,10 199:12 200:12 200:16 207:14 208:3,7 212:23 213:4,20,24 223:13,21 229:12,20 230:1 233:4 234:17 235:21 253:7,11,14 270:23 279:6 282:9 286:21 289:9,16 293:10,14 296:19 297:7 297:12
exhibits 4:1 5:1 6:1 7:1 8:1 47:20 188:19
exist 74:22
existence 188:10 254:11
exists 88:2
expand 110:8
expanded 15:18
expect 38:22 72:7,10 73:18 74:7,17 236:12 242:4 244:5 291:1,14
expectation 73:22 295:19
expected 49:22 194:16 214:9
expenses 155:6
experience 24:12 63:12 97:16,20 149:18 183:7 220:4 226:15
experiencing 24:7
expires 305:20
explain 16:18 17:4 20:22 28:1 36:13 52:16 53:18 61:8 87:16 89:18 90:17 106:9 112:17 121:24 150:16 153:4
explained 115:5 122:4 291:13
explaining 115:11
explanation 47:4 53:15 250:23
exposure 127:22 180:1,10,19 183:19,20 189:19 220:11 220:14,17 265:3,9,15
expressed 24:12 295:17
extend 141:22
extent 193:17 211:7 224:22 225:6 261:8,12 262:6,15 263:4 286:4

F

F 303:1
faced 237:22
facility 109:24 113:8 209:14 240:11,18
fact 136:15 151:8 160:7 163:2 169:12 193:9 234:12 243:7 254:17 264:24
factors 288:16
facts 281:19 283:16 284:14 284:15 285:1,2 285:4,16 286:3 287:17
failure 37:24
fair 74:4 158:11 250:7
fairly 65:15
fall 255:4
fallout 101:6
falsified 285:20
familiar 34:19 35:1 41:11 55:6 62:19 67:6 70:2 83:5 87:9,11,14 89:20,22 91:18 177:6 179:10 185:4,6,8,9 194:4,5 213:13 231:7 241:21 254:14 290:2 301:11
familiarity 194:9
Fannie 2:11 10:17 11:6,8 13:22 15:2 16:24 17:4,7 17:10,14,16 18:8 20:6,14 20:18,23 21:3 21:18 22:4,10 23:11,14 24:20 24:21 26:5,14 26:23 27:14 28:7 31:14 32:1,5,16 33:5 33:7,11,14,16 34:15 35:10,18 36:5 37:10,23 38:15 40:1,16 41:1 42:15 43:11,16,20 44:3,21 45:2 45:24 46:3 47:7,8 50:6,16 51:4,18 52:23 57:11 60:15 62:1,18 63:11 63:13 64:16,19 64:23 65:1,13 65:21 66:15,19 67:1,21 68:23 69:5,9 71:7,20 72:7,15 73:13 73:15,21 74:7 74:12,15,16,24 75:18,20 76:11 77:5,6 79:18 79:24 80:4,9 83:6,14,24 84:9,19 85:8 85:20 86:4,12 87:20,23 88:10 88:24 90:9,12 90:24 92:6,17 93:10,13,17 94:1,7,8,12,22 95:2,3,8 96:5 96:12,21 98:11 98:15,22,23 99:3 101:2,6 102:9 103:9,11 103:24 104:18 106:4,4,7 107:21 109:15 109:20 110:18 110:22 112:23 112:24 113:8 114:13,14 118:11 120:21 122:15 123:13 123:22 124:14 125:15 128:5 128:10,17 132:22 133:1 133:17,20 135:11 136:12 136:15,19 138:19,23 141:16,19,22 142:7 143:14 143:22 144:2 146:19,24 147:21 148:23 150:1,23 151:16 153:11 153:16 155:11 155:16 159:9,9 159:19 161:23 162:11,14 163:2,12,21 164:3,11 166:10,19 168:4 171:8,15 171:22 173:22 174:7,18,23,24 175:4,6,13,14 175:16 176:24 177:23,23 178:6 179:19 180:9,14,16,21 183:19,19 185:11,13 187:18 190:14 190:17,19 191:11 192:6 194:3,13,18,23 194:24 195:11 195:15 196:9 196:24 198:13 198:14 201:3 201:21 202:8 203:6,24 205:22 206:21 209:13,16,24

213:9 214:21 215:22 217:4 217:12 218:10 219:3 223:16 224:1,24 225:9 225:20 226:4 226:17 227:17 228:11 230:4,8 230:9,11 232:13 233:6,7 233:12 236:13 236:21 237:12 238:13,21 240:22 241:5 241:18 242:12 242:14,22 243:17 244:1 244:22 246:16 247:21 250:14 251:1,9,13 252:5,8,17 253:19 254:7,9 254:19 256:9 256:10,20,24 257:5,8,18 259:12,15,17 259:18 260:7,9 260:10 261:9 261:16,19 262:8,16,21 263:5,9,11,18 264:3,8 265:2 265:7,10 267:13,14,20 268:18 269:6,9 269:20 274:8 274:21 275:6 275:12 276:10 277:16 278:8 278:15 279:2 279:12,18 280:5 281:6,18 281:22 282:13 283:19 285:7 285:14 286:9 287:21 289:24 290:6,20,23 291:9,21,21 292:10,13 293:16,21 294:4,9,13,17 294:23 295:22 297:19 298:18 300:15 301:4,7 301:17 302:8
Fanny 273:19
far 24:20 32:14 36:4 103:12 129:22 146:18 169:17
Farkas 3:17 4:5 4:8,10,12 5:17 5:20 29:16 30:6,7 39:8,12 40:13 70:7,12 76:17 77:13 86:22 89:8 91:7,24 92:18 106:1,10 118:2 118:16 125:5 126:5 132:24 136:3 143:3 144:15,20 158:14 159:16 160:20 161:15 174:8 181:13 182:5 188:19 199:9,15 200:4 201:8,22 204:5 205:9,23 206:10 208:23 209:12 213:7 216:12 246:20 247:12 248:4 249:18,20 250:21 295:7 298:12,15
Fax 5:4 6:5 134:10 170:14
February 8:3 26:8 289:4,18 290:11
Federal 224:3
fee 190:7
feel 22:22 27:7 182:2
fewer 15:24
FHA 88:13 127:7,17,20 128:2,9,9 139:15 159:18 159:21 160:8 216:22 217:9 217:11 284:4 284:10
FHAs 127:12,17
FHA-insured 127:14 128:1 252:14
FHA/VA/RH[A 254:3
fifth 35:22 271:13
file 7:12 82:22 181:21 299:17 299:19,19
filed 15:12
files 20:15 94:5 109:23 110:2,4 110:10,14,19 163:4 230:11 232:20 245:5 245:12,13,16 245:16 246:11 246:16 251:6,7 251:10 258:16 267:16 268:6 268:11,14 269:23
final 6:10 40:12 92:11 97:3 172:13 184:2 189:14
finally 39:19 96:23 148:19
finance 49:5
financial 96:6 97:11 103:11 154:4
financially 22:12 31:21,22 303:17
find 79:3 84:12 122:13 138:23 141:15 159:20 168:12 273:13
finding 136:13 138:20 150:14 151:18 195:23 221:20
findings 32:11 149:12,23 268:18,23 269:10
fine 166:7 222:23
finish 54:7 113:14 193:18 301:21
finished 193:4
firms 102:24
first 11:23 23:18 24:2 25:20 31:18 32:24 33:1 35:9 43:5 48:16 55:22 62:6,13 65:8 69:11 89:19 92:21,21,22,23 93:2 94:21 96:4 98:15 103:4 109:11 109:12 112:13 112:19 114:7 120:24 122:21 125:2 133:14 137:12 138:18 147:13 148:10 154:2 172:2 173:19,20 176:5 182:18 183:10,24 187:15,21 189:18 196:9 198:24 199:11 202:24 203:8 215:10 219:14 230:6,16 231:8 237:7,11,19 238:5,8 239:13 241:15,17 247:10 253:23 264:13 271:7 272:17 289:21 289:22 290:13 290:14,14 293:15,20
firsthand 117:2
five 100:9 132:5 151:15 196:23
flip 205:7 298:3
flipping 205:17
Florida 1:1,5 10:6,12 104:11 104:12 109:20 199:1 204:8 273:14
flow 80:8 169:6
flowed 257:24
FNMA 1:15
FNM-TBW 3:15 3:18,19,20,22 3:23 4:3,5,8,10 4:12,15,17,19 4:21,22 5:3,10 5:13,15,18,21 6:6,13,14,16 6:16,17,19,21 6:22 7:3,5,7,8 7:11,14,21,22

8:4,9 25:5 29:17 41:18 48:3 60:3 64:2 69:16 76:18 86:23 89:9 91:7 101:11 104:24 106:19 108:7 129:5 130:12 140:1 145:1 155:22 158:15 160:21 170:15 179:1 184:13 186:13 186:14,15 188:24 192:10 197:4 198:1 200:10 208:1 212:21 213:17 229:10 253:5 270:20 272:9 289:5,23 297:4
FNM-TBW00... 7:18 229:17
focus 61:18 227:11
focused 27:3 96:7 227:24 228:2
focuses 61:19
Focusing 293:20
follow 53:6 70:10 105:21 136:11 141:7 143:12 144:8 167:18 169:8 176:6 177:20 276:23 291:3 294:19 299:2
following 32:2 36:1 241:20
follows 11:24 138:2
follow-up 251:22 280:12 291:6,24
font 138:3
force 129:23
foreclosed 83:16 83:24 85:22 216:21
foreclosure 84:2
foregoing 303:9 305:5
Forgive 204:20
form 17:23 22:15 26:15 27:16 28:11 32:6,14 33:10 34:23 38:8,18 40:19 41:4 44:22 46:5 47:10 49:16 51:24 54:1 63:7 65:4 66:6 67:2 68:10 72:2,17 73:24 74:18 75:4,23 79:21 83:18 84:11,22 85:14 86:8,16 90:5 97:14 99:6,18 104:4 119:10 122:8 128:14 133:3 138:11 139:2 144:4 146:6 147:19 153:6 154:20 156:23 157:18 159:13 162:1 163:6 168:22 173:15 175:9 175:17 177:4 182:7 183:1,23 199:7,19 202:5 203:7 204:17 213:11 215:23 217:5 220:7 221:7,22 243:11 246:3 250:16 259:2 260:14,20 262:23 265:13 274:15 279:23 282:1 283:22 285:10 286:11 287:23 293:23 294:6 298:19 305:8
(b) (7)(C) 2:7 11:2
format 32:7 61:4 62:20 162:2
forth 224:7 233:3 295:1 303:12
forward 41:3 79:14,19 80:10 278:7 290:16
forwarding 185:24
found 139:6 206:4 281:10
foundation 21:8 27:17 34:24 41:5 44:23 46:6 47:11 49:17 54:2 205:4
four 78:22 146:15 147:1 158:1 195:2,4 196:23
fourth 35:21 36:10 105:17 271:11,12 272:20
frame 15:10 226:3,19 247:9 292:11
(b) (7)(C) :20
fraud 114:22 115:18 116:6,8
FRE 121:12
Freddie 44:18 53:18 121:13 121:14
Freddie-only 106:3
free 22:22 253:21
FREEBORN 2:2
Freedom 1:22 10:20
frequency 226:1
frequent 19:8
frequently 26:18 26:19
Friday 48:16 78:21 123:4,10 138:5
Fridays 136:18
front 52:9 257:19 299:15
full 35:9 61:21 136:9,17 220:15
fully 227:2 284:11
function 258:9
functions 17:12 19:20 20:16 30:24 31:10
fund 38:16 51:9
fundamental 285:23
funded 209:13
funding 43:14 44:3 46:9,15 50:11 52:4,24 104:13,16 113:2 120:10 125:7 181:21 209:14 210:14
funds 20:14,16 33:5,7,21 37:23 38:2,6 38:20,23 39:1 51:4,19 139:14 147:3 184:8 259:24 265:20 265:22 266:1 275:8 291:4 299:6
further 210:6 280:12 303:9 303:13
future 79:8 220:17,21 254:5,22

G

(b) (7)(C) 31:8 35:10,16 42:6 42:8 131:3 136:15 137:5 138:8 145:12 145:19
(b) (7)(C) 29:15
gathered 211:13
general 28:4 156:22 243:6 291:13
generally 37:3,4 40:1 51:16,17 68:21 83:10
genesis 214:17
gentleman 48:18
geographic 16:1 16:4
geographically 107:20
(b) (7)(C) 5:24 30:20,21 31:6 102:13,14,18 121:2,9,16 132:2
(b) (7)(C) 04:14
Georgia 132:5,6 201:13 204:12

gestation 43:22
getting 235:18 252:6 286:14 293:2
Ginnie 106:1 221:2
give 54:6 55:12 55:14 76:3 94:24 120:20 163:15 172:4 190:8 263:24 284:2
given 72:18 193:9 223:15 248:9 305:6
glad 12:15 13:3
(b) (7)(C) 1:7 35:9 35:16 42:6,7 123:3,10 131:3 136:15 137:5 145:18,22
(b) (7)(C) 146:3
GMA 263:4
GMAC 1:8 6:3,9 10:7 11:2 12:9 70:16 73:7,11 76:13 78:3 132:14 164:15 166:12 167:1 171:8 172:11 173:12 174:6 174:17 183:22 191:10 218:21 220:11,14,14 220:19 221:1 252:18,23 254:6,10,23 255:2,8,9,16 256:6,9,19,20 256:24 257:4,8 258:20 259:8,8 259:13,17,20 260:5,7,15 261:8,12,19 262:17,17 263:6,6,9 274:3 276:9,13 277:1,2,18,19 280:19,22 281:1 290:10 292:9,11,16 293:17,19 294:4 295:2 300:23 302:1
GMACM 169:12,17
GMACM's 169:18
GMACM0000... 8:5 289:7
GMAC's 260:9
go 11:10 22:22 50:14 75:6,10 79:24 80:10 106:2 109:9 113:13 123:9 150:7 163:23 165:8 174:11 175:20 193:7 193:15,20 212:18 228:21 245:24 246:4 248:3 266:18 275:21 276:14 296:10
goal 14:2 191:16
goals 191:20
goal-oriented 20:24
goes 52:4 53:2 59:24 102:21 113:17 131:8 160:3 200:3 218:5 254:17 293:24
going 11:3 13:24 14:19 44:1 49:21 53:21 58:17 100:12 111:12 112:12 113:14 116:12 121:5,15 123:18 125:18 136:10 137:8 152:10 165:12 165:20,22 166:1 167:17 178:15 186:21 193:2 207:1 211:23 212:9 222:10 229:1 237:2 244:9,13 244:15 266:24 278:21 282:4 289:15 295:6 296:13 302:19
good 10:1 12:5,7 15:21 23:12,15 108:16 222:21 222:23 240:23 244:11
governed 262:9 263:8
government 88:12,15 188:11 217:9 281:14
government-b... 105:24
governs 260:8
Gray 8:7 293:6
great 54:11 102:21,22
Greg 122:24 123:14 131:24
Greiner 8:8 293:9
ground 12:11
grounds 205:4
group 7:16 18:14,15,16 31:3 68:13 185:3,9,14 186:6 194:23 228:8,12 229:14 230:17 231:2,6,15 233:9,20 234:9 234:18,23 235:23 236:10 236:19 239:1 257:14 268:4
Group's 234:2
guarantee 88:14
guard 129:24 130:1,5,7,8 238:20 240:15
guards 130:4
guess 32:13 108:1 109:3 117:24 141:2 235:16 241:11 249:4 269:5
guide 232:22,22
guidelines 21:8 83:6 151:9 291:10

H

H 3:9
half 59:22 203:16
hand 117:16 253:10 289:15 293:13
handed 229:23
handle 79:7
handled 71:9 79:12
handwriting 207:17 271:3,9 272:1
handwritten 4:20 5:5 7:22 108:6 134:11 270:19
hand-delivered 247:10
happen 207:21 245:15 288:11 288:13,15,17 290:21
happened 24:10 28:21 42:24 53:19 126:23 131:10 192:1 258:16 276:17 295:20
happy 67:11 223:9 290:3
hard 95:12 125:20 157:4 167:22 168:11 258:8
hardship 78:1
Harold 233:10
head 12:19
heading 152:24
headings 147:8
headquarters 240:6,8,12
heavy-handed 143:15
held 1:14 181:17
help 80:22
helpful 288:1
Henley 102:18 121:2 132:2
Herbert 185:3 185:10,12 231:1,4 236:9
hereinbefore 303:12
hereof 93:14 178:1
hereto 177:22
high 27:8,23 28:6,8 116:17 117:5 119:8 123:19,22

124:9 149:22
higher 203:13
highest 62:16,23
highlights 131:19
highly 141:3 183:3 196:1 275:14
hire 243:2
hired 238:21
historical 151:24
history 226:14
(b) (7)(C) 258:5
holdbacks 146:14,18
holding 187:23
Home 213:8,13
homeowners 96:13
hope 211:12,15 212:5
Hopefully 14:1
hostile 111:5,13
hour 223:5
hours 42:24 59:22 211:23 212:2
housekeeping 223:12
Housing 217:12
(b) (7)(C) :20 174:6 253:4,20 300:7
(b) (7)(C) :12 178:23 179:16 179:17
hybrid 56:14,18
hypothetical 65:20

I

idea 107:18 207:23 240:24 244:4,11 299:11
identical 260:13
identification 13:11 14:15 25:7 29:19 41:20 48:5 60:5 64:4 69:18 76:19 81:7 86:24 89:10 91:9 97:24 101:12 105:1 106:20 108:8 129:7 130:14 134:15 135:18 140:2 142:18 145:3 155:23 158:17 160:23 167:4 170:17 172:14 179:2 184:15 186:16 189:2 192:12 197:6 198:2 200:11 208:2 212:22 213:19 223:20 229:11,19 253:6 270:22 289:8 293:9 297:6
identified 42:7 42:21 43:19 162:10 215:15 217:11 233:3 236:5 249:18 253:24
identify 10:22 243:24
III 77:14 174:22
Illinois 2:4 132:8
immediate 96:9
immediately 39:8 78:23 273:10
impact 99:4 104:7 182:20
impacts 96:11
impetus 214:16
implementation 35:14
implication 219:6
important 37:19 37:21 38:3 40:7 110:15 124:11 279:19
impression 72:13
improper 181:13 182:4 247:22
improperly 246:11,16
improve 112:20
inaccuracies 139:15
inaccurate 68:18 218:13 218:19 286:6 287:4
inactive 121:3 122:2 141:19 189:21 264:9
inadequate 47:15
inadvertently 132:15
inartful 230:13
incidents 42:23 244:21
include 20:3,13 28:15 184:3 261:2 291:4
included 18:13 29:10 228:5
includes 17:6 20:8 39:1
including 22:1 29:9 42:20 53:1 94:3 113:2 220:17 247:20 258:11 260:5 271:14
incorporated 21:9
incorrect 68:18
increase 162:16 163:10,19 203:5,9
increasing 164:1
increasingly 163:18
incur 272:22
indentation 52:11
independent 61:1
INDEX 9:2
indicate 286:4
indicated 26:7
indicates 236:5
individual 13:20 14:1,3 16:20 56:6,13 57:2 58:4 76:10 87:13 89:19 112:1 202:14 220:3
individually 55:17,23 56:11 57:14
individuals 216:20
industry 21:1 34:6
industry-wide 34:7
ineligible 84:14 88:10 119:21 128:10 133:8 139:9,12,18 151:20 154:6 162:10 164:3 182:15 183:8 194:14 202:7 202:10 247:21
inform 256:20
information 7:5 68:16 128:6,18 199:23 200:9 224:8 254:15 269:16 290:15
informed 233:18 233:24 252:18 254:10 256:9 256:19
Infrequent 17:24
inhouse 149:10
initial 66:11 196:2
initially 76:11
innocent 47:3
input 166:21 222:2
inquiry 26:2 196:2
inside 26:3
insignificant 237:1
installment 218:17
instance 51:17 63:4 73:10 74:10 238:5 264:7
instances 246:9 246:15 263:12 264:2 275:4,5 276:9
institution 45:1 45:5 61:16,20 96:16 100:7 124:3 226:15 245:11 277:13

291:2 292:1,6 294:19
instruct 166:2
instructs 22:21
insurance 88:14 127:9,15,19 128:3 139:17 159:21 160:9 217:9,13 254:2 284:6,8
insured 106:1 128:9 160:7 281:23 283:24 285:8
integrity 144:16 144:22
intended 177:21 250:13
intends 133:17
intentions 211:19
interact 26:17
interaction 17:21 18:1,18 19:8
interactions 19:11 27:2 42:16 247:3
interest 23:11 23:15 45:8 50:21 95:23 96:6,15,20 110:19 111:22 115:24 178:8 181:3 186:20 278:10
interested 22:11 40:2 303:17
interests 184:9 243:17
interfacing 233:9
interim 97:2,4 258:4 273:7
internal 34:16 34:21 35:4 49:9,15,24 50:3 232:24
interpose 76:4
interpretation 27:13
interrupted 169:1
introduction 165:21 166:1
inundate 80:16
investigating 209:6
investigation 210:6 228:13 232:5
investigations 233:20 251:12 251:14 269:11
investor 21:4 153:1,8,10,21 153:22 154:10 154:11,19 176:9,12,16
investors 39:2 216:23
invite 34:11 73:2 94:15 124:13 136:24 181:7 184:23 187:14 201:2 299:23
Inviting 52:8
involuntarily 235:14
involve 20:2 126:12
involved 23:18 24:1 54:24 114:22 115:8 115:18 116:1 131:20 255:17 255:24 257:16 263:14 264:14
involving 103:9 115:15
irregular 123:20 196:1
issuance 94:23
issue 14:8 47:4,4 52:17 53:14 68:9,23 159:10 190:11 194:1,4 194:8,18 210:13 218:5,7 257:17
issued 69:1 87:23 254:5,22
issues 32:19 34:13 52:15 53:8 67:13 68:7,15 85:18 100:2 110:4 117:16 146:19 180:13 193:13 210:15 228:3 236:4 247:19 254:1 279:17 280:5,18 281:6 282:12 290:16
items 39:9 55:4 280:12

J

[redacted] 67:6,7
Jacksonville 273:14
January 42:6 48:16 52:13 54:19 71:23 202:20 203:17
Jersey 303:4
[redacted] 5:23 121:15
[redacted] 2:5
job 258:9
jog 240:2
[redacted] 2:3 11:12 160:17 223:2
jointly 176:13
[redacted] 56:18
Judge 56:18
July 26:8 143:4 143:23
June 6:19 188:23 191:8 191:18 192:1

K

K 112:15,21
[redacted] 115:15
keep 121:4
[redacted] 31:11,12 52:11 102:3 118:1,15,20 121:2 123:3 297:20
[redacted] 58:5
[redacted] 1:5,9 114:12,13 123:2
kept 109:1 224:11
kind 20:23 59:12 124:15 126:10 278:23 279:3
Kissick 5:6,10 114:19,20 115:11,15,19 117:4 134:12 134:24 139:24 140:17
[redacted] 53:9
knew 47:6 231:1 281:21 283:10 283:13,18 285:6,18 286:7 287:19 295:18
[redacted] 12:21
know 19:5,7,12 19:13 23:20 28:20 29:5,6 30:7 35:4,16 36:13 38:15 41:6 48:20,20 49:12 53:23 54:3 59:10,18 67:3 69:13 75:24 79:12,23 82:23 98:13 102:13 104:5 107:5,17,17 108:13 112:5 114:1,3 116:11 117:1 121:20 122:5 124:18 124:21 127:23 130:8 132:16 133:16 143:7 144:15,17 145:23 155:13 160:11,13 166:9,15,17,17 166:18,19 171:3,12,13,24 176:20 177:3 178:6,9 184:1 185:11,13 190:1 191:24 197:17 199:5 200:23 203:10 203:11 207:21 210:8 221:10 223:8 231:4,6 233:7 234:5,23 235:2,11 237:10,15 239:24 240:10 240:16,20 242:4 244:12 248:22 249:5,8 252:17 254:19 255:16,20 256:2,12 257:4

257:6,7 258:3 258:16,20 268:16,22 272:24 273:24 276:19 280:21 283:2,10,10,14 284:17,19 288:12,20 292:17,21 294:5 295:17 301:16
knowing 158:5 244:8
knowledge 40:22 55:3 57:17 93:15 103:2,7,23 104:15,20 116:5 117:2 140:18 176:20 176:23 217:16 217:22 224:9 226:16 265:8 283:3,5 301:3
known 187:24 189:19
Koda 213:8
K-N-I-G-H-T 112:21

L

L 140:17
lack 34:16,17,20 88:22,23 139:13,13 266:3 274:10
lacking 35:5
(b) (7)(C) 132:1
language 177:7
laptop 146:3
large 21:17 67:20,23 127:24 155:15 156:19 157:1,9 157:15 158:2 159:17,24 162:15,18 163:1 183:3
(b) (7)(C) 2:21 10:19
late 76:13 79:4 194:1 196:14 212:17 237:9 244:8 252:6 264:19 279:14 293:3
(b) (7)(C) 8:8 293:8
lawful 176:10
lawsuit 12:9 15:10,12 173:12 223:3
lawyers 136:21
LAWYER'S 306:1
lay 279:17
laying 133:13
laymen's 42:12 43:17
lead 243:24
leading 219:21
leave 121:10,16 121:18
led 111:11
Lee 2:3 3:7,17 11:3,9,12 17:23 22:15 23:1 26:15 27:16 28:11 29:16 30:6,7 32:6 33:10 34:23 37:2 38:7,18 40:19 41:4 44:6,22 46:5 47:10 49:16 51:24 53:7,11,15 54:1,5,10,18 54:23 55:19 56:7,20 57:21 58:11 59:9 63:7,17,24 65:3 66:6 67:2 67:16 68:10 70:7 72:2,17 73:24 74:18 75:4,23 77:13 79:21 80:21 82:7,23 83:18 84:3,11,22 85:14,24 86:8 86:16 90:5 91:24 92:18 97:14 99:6,18 104:3 116:21 117:12 118:2 118:16 119:10 121:16,18 122:8 125:18 125:19,22 126:4 128:14 128:19 132:23 133:3,11 136:3 138:11 139:2 143:3 144:4 146:6 147:19 153:6 154:20 156:23 157:10 157:18 159:13 159:15 161:15 162:1 163:6,13 166:7 168:22 173:1,14 174:8 175:9 177:4 181:13 182:4,7 183:1,23 188:19 192:15 192:24 193:5,8 199:3,6,7,9,12 199:15,19 200:4,6 201:8 201:22 202:5 203:7 204:5,17 205:1,9,23 209:12 210:19 212:8 213:7,11 215:23 217:5 220:7 221:7,22 222:7,20 223:2 223:23 224:22 225:6,9,13,18 228:20 229:22 243:12,19 246:4,8,20 249:18 250:19 251:18 252:1 253:9,15,17 259:5 260:24 261:7 262:24 263:3,22 265:24 266:16 266:21 267:11 270:1,13 271:1 271:10 272:7 274:19 280:1 280:23 281:2 282:8,20 283:11,23 284:13 285:13 286:18,19 287:7,10 288:18 289:1 289:11,14 293:12 295:7 296:5,10 298:19 302:15
left 101:1 125:15 125:19
left-hand 119:13
legal 2:11 94:2,9 115:8 141:1 166:23 202:12
lender 62:8,17 104:12 105:17 105:19,22 118:10 189:22
lender's 169:13
lending 115:21
lengthy 49:19 61:21 248:2
letter 3:16 4:4,7 4:9,11 5:5,9,16 5:19 8:3,4,6,7 29:15 30:5 70:6 71:13,20 72:8,16 76:16 77:12 78:16 79:9 86:21 87:18,22 88:2 89:7 91:6 134:11,24 135:4,5,6,11 139:23 140:12 140:23,24 158:13 159:2,4 159:6,10,15 160:2,3,19 161:23 162:3 164:1 170:4,7 170:11 171:6 171:18 172:5 188:2,19 239:16 247:9 267:22 289:4,6 290:8 291:24 292:2 293:5,7 293:16,18 294:13 295:1
letterhead 293:21
letters 78:16
let's 69:13 194:7 212:18 250:22
level 70:23 123:19,22 124:9 199:23
levels 28:2,5
Lewis 233:10,11
liabilities 265:21
liability 1:8 10:8
License 303:4

lien 84:24 85:1
lies 261:12,21
light 237:1,21
lighting 241:24
limit 14:9
limitation 94:4
limitations 212:12
limited 1:8 10:8 15:24 227:19
Linda 112:15,20 112:21
line 9:6,6,6,11 9:11,11,16,16 9:16,21,21,21 46:14,19 49:21 50:13,16 51:5 51:18 52:3,5,6 52:21 53:1,5 116:20 117:10 119:9,17,20 120:5,11 217:21 236:11 272:21 273:2,6 304:3 306:2
lines 50:23 51:3 88:19 113:7 114:8 120:24 155:17 209:23 266:9,9
link 200:2
liquidity 22:2
(b) (7)(C) 14:12,15
list 6:22 45:19 49:1 65:10 197:4 202:24 247:18 248:2 260:2 295:7 298:3,7
listed 31:18 36:3 55:4 72:14 122:1 154:18 180:17 182:6 187:22 191:10 199:3 201:8 204:8 280:13
listing 36:4
lists 15:8 146:15
literally 244:16
litigation 81:19
little 20:20 51:3 61:18 110:9 141:10 150:13 194:7 223:12 240:3 241:12 258:14
live 124:3
LLC 1:8 10:8
LLP 2:2,7
loan 7:5 30:22 43:7,20,24 44:17 45:6,6 51:8,11,17,22 52:4 64:18 65:16 70:20,23 73:19 74:8 75:9 83:16 84:7,14 85:21 86:6,13 139:12 146:1 148:2,11 148:14,24 149:2 151:1 163:16 181:13 182:4 191:8 197:22 199:10 199:11,22 200:9 201:15 201:21 202:14 202:24 203:4 203:12,15 204:16 205:11 205:22 209:22 213:10 219:4 236:1,21 247:23 248:1 251:6,10 257:14 261:9 261:21 267:16 268:5,10,14 269:23 276:15 284:4,5,10 291:5
loans 17:7,9 20:6 21:5,6,18 21:20 22:4,6,6 22:9 32:1 33:13 40:9,16 41:2 43:14 45:2,21 46:13 46:18 49:20 50:12,20,23 53:13 63:13 65:1 68:13,13 69:6,9 70:15 75:11 78:2,4,7 78:15,19,22 79:15 88:10,12 88:13,18 90:23 93:13 94:4 96:8,12 102:24 110:17 113:23 114:5 119:19 127:7,14,18 128:1,9,24 132:13,21 133:7,9 139:9 139:15,18 147:18,21 148:7,14 149:4 149:10,14,17 149:21 150:4,6 150:18,22 151:6,11,12,16 151:19 152:1 153:14,17 154:1,6 155:16 155:17 156:15 156:21 158:6 159:18,23,24 160:6 162:9 163:20 164:2 180:21,23 181:22 182:8 182:10,16,22 183:4,8 187:24 188:1,7,11,21 191:11 194:11 195:1,7,23 196:4 206:10 206:22 208:24 209:7,12,20,22 210:12,13 215:11,15 216:10,11,19 216:21,22 217:4,9,11,17 217:21,22 218:10,12,19 218:22 219:1,7 219:22 220:18 247:21 249:18 249:21,24 250:13,24 251:14,16,19 251:24 252:8 252:13,19 254:3,11,20 255:2,7 257:11 259:10,13,15 260:10 261:3 261:11 265:5 266:4 269:2 274:2 275:16 277:10 281:14 281:22,23 283:19,20 284:12 285:6,7 285:18,21 286:5,7,8 287:3,12,16,19 287:20 288:3,7 288:24 294:9 295:7,11,21,24 296:3 298:7,8 298:10,15
local 239:2
located 107:19 109:21 245:14 273:12
location 137:18 138:5 244:10
locations 210:16
long 72:24 130:8 211:21 244:9 260:2
long-term 220:1
look 25:14 30:2 42:3 60:12 64:11 75:1 87:7 92:10 107:3 137:1 146:21,22 148:24 179:9 199:1 271:9,24
looked 47:21 264:23
looking 47:22 62:5 65:7 66:14 76:8 146:17 161:20 163:4 174:14 198:17 200:18
looks 75:20 105:16 108:15 115:1 197:20 294:2
loss 53:18 154:4
losses 154:12 220:17,20
lot 120:17 124:5 124:8 155:9 157:24 203:21 210:15 244:17 268:8
Lou 6:12 178:23 179:16,17 272:18,19
low 27:8 28:5
lower 169:19
lowest 62:24

LPI 218:13,17 218:19,23 285:20 286:5 287:4,13
lunch 100:24

M

M 77:13 174:22
(b) (7)(C) 44:18 121:13,14
(b) (7)(C) 65:9 66:17
(b) (7)(C) 2:20
(b) (7)(C) :7 3:6 11:1,1 12:4,8 13:14 14:18 18:4 23:9 25:10,17,19 26:21 27:24 28:19 29:4,22 32:12 34:2 35:3 36:19 37:4 38:9 39:3 40:21 41:13,23 44:6,10,11 45:11 46:23 47:19 48:8 50:1 52:7 54:12,16,21 55:13 56:4,16 57:4,5,19 58:8 58:14 59:10 60:8,21 61:6 63:9,18,21 64:7 65:6 66:7 67:4,18 68:20 69:21 72:5 73:1 74:3,23 75:14 76:7,22 79:22 80:19,20 80:24 81:4,10 81:15,16,21 82:4,12 83:3 83:20 84:6,16 85:4,16 86:2 86:10,18 87:3 89:13 90:13 91:12 98:3 99:14 100:8,22 101:15 103:15 103:20,22 104:8 105:4 106:23 108:3 108:11 119:15 122:12 128:16 128:20 129:2,9 130:17 131:12 133:4,12 134:18 135:21 138:15 139:4 140:5 142:21 144:10 145:6 146:9 150:11 152:7,19 154:15 155:7 156:2 157:7,13 158:7,20 160:10,15 161:2 162:6 163:8 164:7 165:3,10,19 166:5,8 167:7 168:23 170:20 172:17 173:3,5 173:18 175:10 177:10 178:10 179:5 182:19 183:12 184:11 184:18 186:19 189:5 192:15 192:21 193:2,7 193:20,22 196:18,22 197:9 198:5 199:16 200:1 200:14 202:9 203:23 204:18 205:1,5,6 207:11 208:5 210:19 211:20 212:1 213:1,22 216:8 217:7 220:9 221:12 222:3 243:10 246:2 250:15 259:1 260:19 261:5 262:22 263:20 265:12 270:14 271:20 274:14 279:22 281:24 283:21 285:9 286:10 287:22 296:7 296:12,19,24 297:9,14,17 299:13 301:22 302:4,13
Mae 2:11 10:17 11:6,8 13:22 16:24 17:8,10 17:15,16 18:8 20:6,14,18,23 21:3 22:4,10 23:11,14 24:20 24:21 26:6,14 26:23 27:15 31:14 32:1,5 32:16 33:5,8 33:11,15,16 34:15 35:10 36:6 37:10,23 38:15 40:2,16 41:1 42:15 43:11,16,20 44:3,21 45:2 45:24 46:3 47:7,8 50:7,17 51:4,18 52:23 57:11 60:15 62:1,18 63:11 63:14 64:17,19 64:23 65:1,13 65:21 66:15,19 67:1 68:23 69:5,9 71:7,20 72:7,15 73:13 73:15 74:7,12 74:16,24 75:20 76:11 77:5,6 79:18,24 80:4 80:9 83:14,24 84:9,20 85:8 85:20 86:4,12 87:20,23 88:10 88:24 90:9,12 90:24 92:6,17 93:10,13,17 94:2,7,9,12,22 95:2,4,8 96:5 96:12,21 98:11 98:16,22,23 99:3 101:2,7 102:9 103:9,11 106:1 107:22 109:15 110:18 110:22 113:9 114:13,14 118:11 120:21 122:15 123:22 125:15 128:11 132:22 133:17 133:20 135:11 136:13,15,19 138:23 141:16 141:19,22 143:14,22 144:2 146:19 146:24 147:22 148:23 150:2 150:23 151:17 153:11,17 155:11,16 159:9,10,19 161:23 162:11 163:2,12,21 164:4 166:10 166:19 171:9 171:15,22 173:22 174:7 174:18,23,24 175:4,6,13,14 175:16 176:24 177:23,23 178:6 179:19 180:21 183:19 185:11,13 187:18 190:14 190:18,19 191:11 194:3 194:14,18,24 195:11,15 196:9,24 198:13,14 201:3,22 202:8 203:6 204:1 205:23 209:13 209:16,24 213:9 214:21 215:22 217:4 217:12 218:10 221:2 223:16 224:1 225:1,9 225:20 226:4 226:17 227:17 228:11 230:4,8 232:13 233:6,7 233:12 236:13 236:21 237:12 238:13,21 240:22 241:5 241:18 242:12 242:14,22 243:17 244:1 244:22 246:16 247:22 250:14 251:1,9,13 252:8,18 253:19 254:7 254:10,20 256:9,10,20,24

257:5,8,18 259:13,15,17 259:18 260:7,9 260:10 261:9 261:16 262:16 262:21 263:5,9 263:12,18 264:3,8 265:2 265:7,10 267:13,14,20 269:6,9,21 273:20 274:21 275:6,12 276:10 277:16 278:8 279:2,12 279:18 280:5 281:6,18,22 283:19 285:7 286:9 287:21 290:1,6,23 291:9,22 292:10,13 293:16,21 294:4,10,13,17 294:23 295:22 297:19 298:18 300:15 301:4,7 301:17 302:8
Mae's 15:2 17:5 21:18 28:7 35:18 67:21 73:21 74:16 75:18 83:6 103:24 104:18 109:21 112:23 112:24 123:13 128:5,17 133:2 142:7 162:14 164:11 168:4 180:10,14,16 183:19 192:6 194:23 206:21 219:3 230:9,11 261:20 262:8 268:18 274:8 278:15 282:13 285:14 290:20 291:21
Mae-TBW 124:14
mailed 71:20 72:9,16
main 144:16 183:13
maintain 11:16 40:8
maintained 35:17
maintaining 22:12 23:12,15
maintenance 116:18 117:5
majority 51:10 212:6
make-whole 85:2,8 86:13
making 79:6 111:16 148:9 151:20 208:19 219:10
management 17:15 18:2 19:17 20:5,15 39:24 40:3,5 40:15 41:1 124:5 179:24 194:3 219:24 228:3 259:22 259:23 285:20 286:6
management's 137:21
manager 31:6 31:12
managers 132:4
managing 17:1 17:7 18:11
manner 47:9 235:15 242:19 251:7
March 192:6 194:1 196:15 196:20,20 198:11 218:5 237:9 239:13
marginally 31:24
(b) (7)(C) 297:19 [redacted] 86:21 270:15
marked 9:20 13:7,10 14:14 14:20 25:6,12 29:18,24 41:19 42:1 43:2 48:4 48:10 60:4,10 64:3,9 69:17 69:23 73:4 76:18,24 81:7 81:12 86:23 87:5 89:9,15 91:8,14 97:23 98:5 101:12,17 105:1,6 106:20 107:1,24 108:8 122:15 129:6 129:11 130:13 130:19 134:15 134:20 135:17 135:23 140:2,7 142:17,23 145:2,8 155:23 156:4 158:16 158:22 160:22 161:4 165:5 167:4,9 170:16 170:22 172:13 172:19 179:2,7 184:14,20 186:16 189:1,7 192:11 197:5 197:11 198:2,7 200:11,16 208:2,7 212:22 213:3,18,24 223:19 229:11 229:18,24 253:6,11 270:22 289:8 289:16 293:9 293:13 297:5
market 1:15 10:17 21:5 96:17 169:18 169:19
marketed 99:9
marketing 18:14 31:13,14
Martin 198:12
master 232:23 260:8,16 262:18 292:8
match 199:18
matched 195:7
material 88:2,4
materially 148:13
materials 232:24
(b) (7)(C) 121:2 145:22,23 146:1 147:7 150:2 185:23 186:23 187:7 258:5 297:20
matter 10:4 13:16 106:8 108:13 115:15 223:12
matters 224:7 224:10
maximize 96:18 125:13 167:23
MBS 153:9,17
(b) (7)(C) 7:20 115:7 127:8 128:6 167:18 253:4,20 300:6 300:14
mean 27:14 28:24 42:13 57:9 60:20 63:19 103:13 108:2 117:2 156:24 245:9 250:8 252:22 263:24 276:14 287:6
meaning 149:24 151:18 209:16 219:9 237:24
meaningful 211:5
means 49:13 57:10 127:13 148:8 149:16 218:18
medium 28:5
meet 64:19 151:1 202:11 239:3
meeting 24:2,10 24:16 39:13,18 131:19 238:7,9
meetings 121:14
meets 284:11
Mellon 116:23
member 31:9 249:12
memo 6:3,11 167:1 178:22 183:18 189:11 214:11 254:14 254:16 269:8 279:7,10 280:2 280:13,17 281:3 286:24
memorandum 3:15 6:19 7:10 7:19 25:5,22

26:5 188:23 213:15 214:7 214:13 221:16 221:21 253:3 281:4 300:4
memorialized 118:19
memorializes 66:18
memory 113:6 126:2 240:3 301:7
memos 269:12 280:3
mention 116:14
mentioned 29:10 245:3 292:8
mentions 34:22
merits 80:12
message 67:11 103:5 104:19 114:11 145:22 151:15 185:16 299:1,5
met 143:9
Mexico 132:7
Miami 199:1 204:8
mic 11:4
MICs 127:7,9,13 127:18
middle 1:1 10:11 15:9 53:4 77:17
midst 266:6
midway 116:13
million 70:16 119:5 120:10 121:11 127:22 146:16 157:1 157:24 158:1 181:14,16,18 188:14 220:24
mind 89:3 109:8 114:8 115:24 146:11 178:12 236:24 276:16 281:1
mindful 59:8
mine 108:23 271:12,13,13 271:15,18 272:13
mini 80:8
minute 58:13 165:9
minutes 211:24 223:5 228:23 266:20
miscellaneous 215:1,3
misrep 67:13 68:7,9
misreported 288:24
misrepresenta... 68:15 69:3
misrepresenta... 68:24
missing 113:24 254:1 272:3
Missy 8:7 293:6
mistake 53:20
misunderstan... 284:21
mixture 73:7
model 21:7 123:24
modified 184:2
moment 25:14 42:3 48:12 64:11 210:23
Monday 138:1
money 38:4 51:13 158:1
monies 38:21 146:23
monitor 35:13 50:22
monitored 138:1
monitoring 20:4 28:16 53:12 133:22
month 78:5 121:17 155:14
months 44:19 71:2 83:16 84:2,8 85:23 86:7 149:20 151:14 163:21 163:23 219:23
(b) (7)(C) 219:2,2 291:4
morning 10:2 12:5,7 113:16 212:16 241:21
mortgage 1:4,8 6:8,9 10:5,7 21:4,17 49:6 51:5,17 70:16 85:7 91:23 94:4 110:17 127:9,15,19 139:16 146:1 148:10 160:8 172:11,12 201:21 205:22 217:13 254:6 254:23 255:8,9 273:11,16 282:14 284:6,8 290:10 293:17 293:19 294:4 300:23,24 302:1
mortgagee 202:2
mortgages 105:24
mortgage-bac... 43:15 44:2 46:16 50:14 153:11
Moskowitz 2:21 10:19
move 50:20 235:13 273:10 273:16
movements 96:10 97:1
moving 119:19
Mudd 6:12 178:23 179:16 179:20
multiple 38:10 38:21 49:9,14 96:10 97:1,3 174:13 247:20 247:24
multiplied 150:3
mutual 21:19 96:20

N

N 2:1 3:1
name 10:19 12:8 67:8 102:16 132:15,23 182:23 183:5 195:24 199:12 206:10 209:12 216:13 223:2 231:5 299:15 299:17
named 48:18 269:20
names 195:3 197:21 215:17 216:20
narrow 61:18
National 148:15 290:9
nature 12:20 28:13 32:10 209:6
(b) (7)(C) [redacted] 3:8 293:8
near 224:5
necessarily 195:13
necessary 53:11 182:3
need 38:2 45:3 59:5,12,14 80:18 81:2 109:15,19 112:19 127:20 193:11,18 223:7 224:23 225:7 270:14
needed 111:9 117:15 119:23 164:4 266:11 273:17
needs 111:17 239:5
negatively 96:11
negotiated 275:15
negotiations 255:17
neighborhood 241:22
neither 303:13 303:16
net 164:19 187:18 202:20
netted 184:7 265:17
netting 181:16
Nevada 132:7
never 106:6 128:8 141:3 143:9 151:23 257:3 295:20
new 90:23 102:24 132:7 216:6 296:23 303:4
nice 12:21

271:16
night 241:16,17 244:17
nightmare 119:18
nine 148:20 149:15 150:6
nods 12:19
non-terminated 99:12 100:6
normal 50:24 148:22 155:18 175:6,13 226:4 278:20
normally 149:22
north 2:8 104:12 132:7 199:1 204:8
northeastern 16:9
Nos 3:15,17,19 3:20,22,23 4:3 4:12,19,21,22 5:3,6,10,13,15 5:17,20 6:3,5 6:12,14,15,16 6:17,19,21,22 7:5,7,11,14,17 7:20,22 8:4,9 25:5 29:17 41:18 48:3 60:3 64:2 69:16 91:7 106:19 108:7 129:5 130:12 134:13 140:1 145:1 155:22 158:15 160:21 167:2 170:15 178:24 184:13 186:13,14,15 188:24 192:10 197:4 200:10 208:1 213:17 229:10,17 253:5 270:20 289:5 297:4
Notary 305:23
notated 45:13
notation 82:16
note 53:14,17 183:17 187:21 187:21,22 188:9
noted 31:22 32:2 167:22 214:10 255:6 305:9
notes 4:20 5:5 7:22 53:16 108:6,13,19,21 109:1,2 113:24 118:18 119:14 124:18 134:11 140:20 169:4 270:19 271:4,6 306:1
notice 13:16 232:1,14 282:7
noticed 196:13
notify 135:13 159:15
notwithstandi... 94:23
November 1:16 4:4 7:10 10:15 26:9 70:7 72:19 76:16 77:12 79:10 213:15 214:14 221:21 279:6 286:21 303:24
NUC 148:5,16
number 39:20 39:21 44:13,14 45:13,16 47:15 77:22 78:11 92:24 114:23 115:3 118:5 119:8 120:21 121:4 127:24 132:21 146:14 149:22 151:24 155:4 159:17 159:22,24 163:20 164:2 167:14 183:4,7 194:2,11 197:12 198:17 199:2,10,11,13 199:22 200:4 215:15 223:14 270:1 282:11 288:16 296:21 302:6
numbered 92:23 93:21 94:17 289:22
numbers 77:17 113:5,6 195:2 195:8 197:22 199:18,24 209:22
numerous 31:22 42:19 66:24 247:2
NW 198:24
N.W 2:12

O

oath 11:20
object 55:10 165:21,24 173:2,3 243:10 250:15 259:1 260:19 262:22 265:12 274:14 279:22 281:24 282:5 283:1,21 285:9 286:10 287:22
objection 17:23 22:15 26:15 27:16 28:11 32:6 33:10 34:23 38:7,18 40:19 41:4 44:7,22 46:5 47:10 49:16 51:24 54:1,13 54:22,23 55:12 55:14 56:5 63:7 65:3 66:6 67:2,16 68:10 72:2,17 73:24 74:18 75:4,23 76:4 79:21 83:18 84:3,11 84:22 85:14,24 86:8,16 90:5 97:14 99:6,18 104:3 119:10 122:8 128:14 128:19 133:3 133:11 138:11 139:2 144:4 146:6 147:19 153:6 154:20 156:23 157:10 157:18 159:13 162:1 163:6 166:6 168:22 173:14 175:9 177:4 182:7 183:1,23 199:7 199:19 200:6 202:5 203:7 204:17 205:2 213:11 215:23 217:5 220:7 221:7,22 246:2 261:5 298:19
objections 22:19 23:2 54:7 163:13
objective 164:17
obligation 93:10 188:13 261:10 261:20
obligations 164:18 227:3 260:9 262:18 265:21 278:5
observations 35:23 36:3,5 36:10 39:21 215:5 222:1
observe 137:21
observed 47:16
obtain 75:8 294:21
obvious 195:18 276:19
obviously 58:1 162:3 220:19
Ocala 1:2 10:12 109:20,22 111:7,14 146:5 239:3,8,10 240:9 267:20 269:21 273:21
occasions 247:24 274:6
occur 32:4
occurred 95:10 160:12 231:15
occurrence 224:6
October 8:7 25:23 71:23 293:7,18
odd 294:3,5
offer 169:10
offered 21:24 169:17 190:18
Offering 6:5 170:15
office 18:7 24:5 114:12 120:14 132:3 233:14 233:16,17

248:8,11
officer 18:19 102:16 114:20 125:6 179:20
officers 194:12 195:5 196:4 215:11,17
offices 1:14 269:22
offline 169:10 192:16
oh 54:9 55:19 62:13 77:20 109:2 120:18 145:17 215:24 230:12 232:19 248:21 249:7 257:23 266:6 266:16 268:7 270:8 272:5
okay 12:23 13:17 14:6,10 15:8,20 17:20 20:10 22:24 25:18 26:13 27:12 30:3,9 31:1 32:24 35:8 39:15 41:14 43:5 44:5,20 45:12 45:23 48:13,14 48:22 50:2 52:8 60:13 61:23 62:5,16 63:3,16,24 64:13,22 65:7 66:22 68:21 69:24 71:22 73:6 75:15 77:2,10,16,21 80:3,15 82:6 83:2,4,8,21 84:17 85:5 86:18 87:8 88:1,7 89:5,17 89:24 91:16 92:3,10,19 93:15 94:6 95:6,14 98:9 98:17,21 100:8 101:20,24 102:18 104:22 105:8,21 106:16 107:4 107:12 108:16 108:17,21 109:8 110:8,20 113:11 114:17 115:2 116:12 116:24 119:1,3 119:7,16 120:6 121:20,24 122:6,14 123:12 124:13 124:23 125:8 126:18 127:2 128:4 129:2,13 130:8,21 131:1 131:8 132:11 132:19 136:1,8 136:24 138:16 139:5,21 140:9 141:9 142:6 143:1,11 145:10,15 147:6,13 152:7 154:16 156:5 156:19 157:8 158:8,11,24 159:5,8 161:6 161:7,10,17 162:23 164:8 166:5 167:11 168:8 170:3,9 170:23,24 171:11 173:19 174:3,16,21 175:19 176:1 176:19 177:13 179:10 184:22 186:10 187:2,6 188:9 189:10 189:17,24 191:3 193:21 195:14 196:13 197:13 198:9 198:10 200:17 200:23 201:4 202:10,23 204:23 208:10 208:14 210:18 213:6 214:2,12 215:8 216:9 217:20 221:13 222:3 230:12 253:16 256:17 272:11,14 287:9 289:15 297:18 298:6 298:14 299:14 300:12 301:13 302:13
old 72:23 105:19 105:23 219:15 219:18
once 51:11 52:4 95:9 128:13 172:2 194:17 206:9 248:2 252:6 255:7 294:23
ones 122:13
Online 4:6 81:6
on-site 206:16
op 61:4
open 31:19
operating 36:4 179:20 262:4
operation 20:23 32:16 109:22 227:12 257:15
operational 19:18 20:16 27:3 60:24 61:5,9,17,24 62:2,7 250:9 251:1 295:9,12
operationally 96:24
operations 18:15,16 19:1 19:14 20:11,12 29:11 61:12,20 194:22 227:6 227:24 228:5
opinion 97:8,10 99:17 235:19 295:13,14,15
Oppenheimer 1:14 2:16 3:3 3:11 5:6,10 6:12 7:10 10:4 11:22 12:6 13:7,11,17 14:15,20 20:19 22:16 25:7,12 25:20 26:11 29:19,23 30:1 30:4,16 31:16 34:10 41:20,24 42:2,4 44:14 44:21 45:13 48:5,9,11,14 49:12 52:10 54:5 57:15 58:20 59:2,5 59:16 60:5,9 60:11,14,16 63:5,11 64:4,8 64:10,15 65:8 65:21 66:14 67:15,20 69:5 69:18,23 70:1 70:5 71:6,17 75:24 76:9,10 76:19,24 77:3 77:11,18 79:23 81:8,12 83:5,9 85:19 86:4,12 86:24 87:4,6 89:10,15,20 90:2 91:9,14 91:17 92:4 93:16 94:6 95:7 97:24 98:5,10 100:15 100:21,23 101:13,17 105:2,6 106:21 106:24 107:2,5 107:18,24 108:9,18 129:11 130:14 130:19,23 131:2,15 133:5 134:13,16,19 134:21,23 135:4,18,23 136:2 138:7 139:24 140:3,6 140:8,10 142:18,23 143:19 145:3,7 145:8 152:13 152:18,20,21 154:17 155:8 155:24 156:4 158:17,22 159:1 160:23 161:3,5,14 165:1,5 166:3 166:9 167:5,9 167:13,19 170:5,17,22,24 171:4 172:14 172:19 175:11 178:24 179:3,6 179:8,13 180:15 182:22 184:15,20

185:1 186:17 186:22,24 187:4 189:2,7 189:12 191:15 192:4,8,12 193:23 196:14 197:6,11 198:3 198:7 200:12 200:18 207:4 207:10,12 208:3,7 210:1 212:23 213:2,4 213:16,19,24 214:4 220:4 221:19 222:22 223:17,20 225:15 229:12 229:19,23 230:1 231:21 234:17 235:21 253:7,11 263:12 267:4 267:10,12 270:23 271:2 279:6 282:9 283:1 286:16 286:20 289:9 289:16 293:10 297:6,10,12 299:24 300:10 302:22 303:6 305:15
Oppenheimer's 59:15 82:19
opportunity 43:1 193:11 211:5 295:2
opposed 57:2 182:5 276:11
option 66:1 237:11
order 96:17 118:8 126:10 181:23
orderly 33:24 34:4 97:5
ordinary 224:11
organization 124:8
original 82:18
originally 82:17 195:21
originate 22:4,6 22:7,11
originated 21:6 149:3 151:1
origination 78:5
originations 49:6
originator 21:17 69:6,12 73:21 74:7,12,14 75:20 262:7 274:11,23 275:8 277:21 277:24 278:18
outline 134:5
outlines 137:7
outlining 133:21
Outside 98:21
outstanding 70:21 71:1,15 72:23 113:7,15 119:5,9 120:10 164:17 219:20 219:23 221:1 276:20,24 277:9
out-of-pocket 75:17
overall 17:8 19:17 20:22 24:21 27:7 36:11 62:14 67:24 234:9 236:3
overburdening 78:9
oversight 28:17 29:11
overview 62:8
owed 39:1
Owens 129:15
owned 45:9 110:18 194:24
owner 176:10
owners 195:5 196:5
owns 94:2,12
o'clock 59:7 192:19 193:14 210:21 241:19 241:20

P

P 2:1,1
packet 257:11
page 3:4,11 4:2 5:2 6:2 7:2 8:2 9:6,6,6,11,11 9:11,16,16,16 9:21,21,21 15:5 26:7 30:15 31:18 35:8,22,23 36:9,11 39:20 40:11 48:16,18 52:9 60:23 62:6,6,11,12 62:13 70:6 92:11 94:18 109:12 112:13 114:6 118:1 119:4 120:19 127:3 129:20 133:15 134:22 137:12 152:23 167:12,14 173:19 174:2 174:11,12,16 175:21 177:11 181:6 184:24 186:7 187:17 189:18 204:20 207:13 219:14 234:17 235:21 271:8,11,12,13 271:13,14,18 271:23 272:3,9 272:15 289:22 290:14 293:15 293:20 298:3 298:23 299:15 299:20 304:3 306:2
pages 124:15 204:1,22 205:8 271:8 305:5
paid 85:7 209:21 218:16
Palotta 121:15
paper 80:17 297:12
par 154:3
paragraph 31:19 35:9 53:5 77:19,19 77:22 78:24 92:21,23 93:14 93:22 94:17 104:9 105:17 136:9 138:18 143:12 144:12 144:13 146:13 173:21 189:17 253:23 290:14 294:12
parameters 46:22 50:16,18 50:24 51:7 88:20
paren 93:23
park 45:21
parking 244:17
part 25:21 69:11 103:4 122:22 124:12 125:1,2 127:4 138:9 142:1 154:10 166:10,20 178:7 196:10 209:13 210:14 227:9 231:19 231:21 253:14 260:3 266:2 292:23
participants 24:14 39:17
participate 126:4
participated 53:3
particular 54:18 79:16 111:19 116:1 149:7 155:15 191:20 196:12 210:4 226:12 227:11 231:24 241:3 241:13 243:23 257:12 264:5,9 290:22 295:3
parties 59:4,13 59:14 74:22 81:22 91:4 95:23 126:5 168:5 177:22 255:23 303:15
parts 44:8
party 19:19 45:10 68:5 74:20 118:16 135:13 153:10 175:1,7 177:17 177:24 226:24 228:17 254:13 262:8,11,13 264:5,5 278:24 279:2
passes 84:8

patience 225:14
(b) (7)(C) 48:18
pattern 163:17 206:4,9 220:1
(b) (7)(C) 8:7 293:7
pause 76:2
pay 75:18 157:15 220:24
payment 127:12 148:8 294:10 294:14,18,21 294:24
payments 33:13 33:16 148:10 219:10
pays 153:23
pending 150:4 152:2
penmanship 112:20
Pennsylvania 1:16 10:18
people 18:13 30:14 42:20 78:17 82:5 110:6 111:6,18 111:22 194:22 195:2,4 197:18 240:17 241:1,6 241:9,16 242:8 242:22 243:18 243:21 244:1 244:13,14,16 244:22 245:13 257:13,16 258:11 267:15 267:19,20,23
percent 149:13 149:20 150:3 150:15 151:13 151:17,24
percentage 149:13 150:15
perception 99:24
perform 40:23
performance 21:11 152:3,5
performed 194:16 226:1,2 227:17 231:15
performing 216:18
performs 40:14
period 15:15,18 16:5,6,11 35:6 41:8 46:11,20 49:19,22 72:24 84:13 109:16 124:9 162:13 190:1,9 192:5 203:21 227:22 264:17
periodic 120:2
(b) (7)(C) 1:18 303:3,20
permission 126:16
permit 95:1 141:16
permitted 46:21 193:15
persistent 49:1
person 42:14 140:19 185:1 224:9 233:8 238:20 239:19 239:22 240:5 247:1,4 257:19 269:19
personal 55:2,8 57:17
personally 16:16 23:17,24 88:3 140:11 230:18
personnel 110:22 123:18 132:10
perspective 67:21
persuading 102:23
pertaining 126:12 215:5 302:1
(b) (7)(C) 15:4,6,10 121:3 122:24 127:6,8,8 128:6 253:20 300:6,14
(b) (7)(C) 115:7 167:18
(b) (7)(C) 2
Philadelphia 1:15 10:18 18:6
Phoenix 171:6 171:12
phone 114:23 115:3 126:4
photocopies 124:19,19
phrase 68:6 168:16
phrasing 69:14
piece 83:23 84:17 85:11 86:14 210:11
pipe 107:14
place 10:16 24:4 29:6 32:22 50:19 109:5 111:19 143:24 154:3 159:22 182:18 183:11 191:22 196:10 241:4 243:4 244:22 247:1 247:23 273:5 276:2 277:5 299:10 303:12
placed 43:21 45:18
places 222:9
placing 48:24
Plaintiff 1:6 2:5
plan 46:11 133:21 134:7
planned 138:9
plans 24:13 28:22 29:1,2
played 234:14
please 10:22 11:17,19 12:13 12:19,22 19:24 20:11 28:23 30:10 33:8 42:3 45:15,17 47:2 48:12 60:12 61:9 64:12 70:11,21 70:22 77:22 78:12 81:14 87:7,17 90:18 92:24 93:3,23 94:21 105:22 107:3 113:13 116:16 121:6 122:22 132:12 139:11 143:13 147:16 165:9 167:17 172:24 177:12 179:16 181:11 215:10 218:15 219:17 220:13 251:15 296:12,20 301:22
plus 49:2,7 215:16
PMI 188:1,6
point 23:7 34:12 36:18,20,22 41:3 62:4 79:13 111:5 132:12 167:17 169:7 186:9 201:19 202:17 203:15 206:3 209:4 215:10 216:10 217:8 218:9 219:14 253:22 272:18 272:20 273:4 277:3 282:11 287:1
points 31:17 33:1 49:7 120:2 187:12 205:18 217:21
policy 126:6 274:20 275:1 276:6
pool 43:8,10,21 50:14 153:19 154:7
pooled 43:13,15 44:1 51:23 52:5 113:3,8 209:14 266:9
pooling 46:12
pools 45:22 153:17
Poor 63:8
populated 241:23
population 151:6 152:1,4
portfolio 40:10 42:17 88:24 91:1 94:3,10 94:13 95:19 96:2,8,9,10,17 96:19 97:2,6 99:8,11 100:4 109:21 125:14 125:16 126:14 133:23 136:17 142:5 155:5 164:20 168:2

168:18 169:16 170:12 171:9 175:5,17 184:10 185:17 188:12 195:9 209:18 218:21 234:3,4 235:4 235:8,14,18 236:8,21 237:3 255:3,12 259:19 265:19 273:9,16 276:21 302:3
portfolios 99:22
posed 22:19
position 121:8 144:19 168:9 187:11 258:3 261:10,20 262:8 274:8 278:16 291:21
possession 110:2 258:19
possibility 153:21
possible 95:18 203:20,20,22 254:1 288:11 288:14
possibly 43:19 111:4 124:21
post 151:5 180:4 268:23
posted 240:15 240:17
post-purchase 148:21 149:6 151:10
potential 110:3 127:6,21 146:14,18 147:14 148:17 149:15 153:1 154:19 155:2 181:19,19 183:20 187:24 188:13 236:4 245:5,10 255:5 273:7
potentially 127:18 194:15
PPRs 148:20,21 149:9,13 150:15
practice 26:14 75:9,13 77:6 224:15 226:5 274:24
practices 49:8
precaution 243:2
precautions 245:23
preceding 31:19
prefaced 55:15 55:21
preliminary 7:13 108:12 229:8 300:21
premises 111:6 245:13
premium 153:24
preparations 232:16
prepare 232:11
prepared 53:16 98:19
prescribed 33:23
presence 252:18
present 2:19 248:19 249:14
presented 249:13
president 16:22 18:24 19:13 27:14 31:2 139:19 174:22 175:13 176:24 179:18 258:12
pretty 19:11 250:7 251:21
previous 47:13 47:20 88:18 97:19 149:19 152:6 188:18 216:2
previously 14:7 42:7,21 46:9 47:16 53:17 125:10 132:14 143:7 169:4 188:17 214:24 302:7
pre-paying 190:6
price 96:19 169:17,18 203:18
primarily 16:8 227:23
primary 18:19 31:23 96:5
principle 177:8
print 81:7 137:11,15
prior 45:8 59:11 82:18 83:17 94:11 106:12 111:1 150:19 150:22 151:14 163:22 164:5 164:13 181:22 192:6 199:2 201:20 203:5 204:11,16 205:21 232:7 252:19 256:7 256:12,18 303:5
PRIVILEGE 5:22 164:23
privileged 165:23
pro 265:17
probably 23:21 47:5 89:1 113:6 115:7,9 119:13 120:8 120:12 121:10 148:1 182:12 209:5 210:10 237:9 249:11 269:1 276:4,19
problem 144:16 285:23
problems 24:6 49:1 63:12 104:13,17 113:23 144:14 144:22
procedure 36:4 36:7 53:23 262:4
procedures 28:18 34:17,21 35:5 40:15 41:1 47:16 53:11 88:23 139:13 247:22 290:21
proceeds 51:10 96:18 125:13 146:22 164:19 167:23 202:20 265:18
process 34:1,4 80:6 123:15 144:7,8 147:24 206:16 228:18 231:20 234:15 235:16 238:15 244:5 265:2 269:4 291:13
processes 133:14 137:19
processing 33:3 277:15
produce 125:21
produced 81:18 82:9,14,21 83:1 200:24 230:4,8 253:19
produces 105:24
production 9:10 236:2
products 21:23
program 43:11 46:8,12,21 49:3,4 50:9 51:1,6 88:21 113:3
programs 53:1 113:2
prohibits 90:23
prompted 106:3 195:22 196:2 206:13
pronounce 48:19
proof 160:5
proper 40:8 88:14 127:15 284:5 290:7
properly 139:16 160:8
property 83:23 84:18 85:6,11 86:14 123:2 201:11,23 202:3,15,19 203:19 204:7 205:24 248:1 259:22
proposal 125:23 133:19 168:3
propose 116:21
proposes 32:14
proposing 133:21

proposition 281:20 283:17 284:16 285:5 285:17 287:18
propounded 305:7
prospective 98:12
protect 168:4 243:16
protected 111:23 242:8 244:8
protection 111:10,17 241:9
provide 33:6 46:8 53:22 95:2 115:6 116:5,7,9 160:4 203:6 225:1,2,10 239:4
provided 15:1 21:22 24:13 44:3 68:17 186:6 187:15 211:5 222:2 224:19 234:1 235:11 266:1 284:9
provider 239:3 303:22
provides 43:13
providing 97:4 179:24 190:21
provision 177:2
prudent 241:9 242:7 244:6
Public 305:23
pull 165:23
pulled 51:14 82:18 168:1,18
pulling 96:9
purchase 6:7 141:24 151:5 166:11,21 172:9 173:9,11 173:21 175:1,4 175:7,15 177:2 178:5 252:19 255:15 256:8 262:21 268:23 300:21 301:5 302:2,6
purchased 22:9 153:10
purchaser 98:12
purchasing 20:7
purpose 159:14 160:1 187:6 211:11 226:21 226:23
purposes 15:11
pursue 275:1
pursuing 275:6 277:1
put 46:15 50:19 124:4 147:8 193:6 209:23 225:16 250:22 274:1
puts 216:16
putting 169:15
p.m 100:19 115:1 118:1 125:3,4 152:11 152:16 165:13 165:18 167:20 169:11 178:16 178:20 207:2,8 222:12,16 229:2,6 241:19 267:2,8 296:14 296:18 302:20 302:24

Q

QC 19:14
qualify 224:2 232:17
qualifying 43:19
quality 18:24 19:20 20:4,5 24:5 32:18 63:6 78:17 235:8 261:2,3
question 9:20 13:2,2 22:23 27:5 32:13 38:13 41:16 49:11 55:11 76:3 78:15 98:20 157:5,22 163:17 203:14 212:3 216:4 223:7,8 243:11 246:3 249:4 250:16 259:2 260:20 262:23 263:1 265:13 274:15 279:23 280:24 282:1 282:18 283:12 283:14 285:10 285:23 286:11 287:23 301:11 301:21
questionable 216:10
questioned 53:13
questioning 22:18 37:18 59:23 192:18 192:23 193:3 210:23
questions 12:13 14:1,3,5 55:23 57:1 107:13 118:3 166:4 173:7 211:1,14 212:5 222:4 223:4 305:7
quick 178:11
quickly 50:13 53:15
quite 98:18 249:10 265:16
quote 31:20 34:13 117:8

R

R 2:1,7 303:1 304:1,1
randomly 149:4
range 71:22 81:20 227:6 272:4
rating 27:7,9,23 28:3,5,8 62:8 62:14,17,23,24 63:6
Ray 131:23
reached 233:19 234:10 236:19 269:10
reaction 123:13 128:5 154:18 154:22,23 186:4
reactions 141:2 186:9
reactivate 93:12
read 27:10 35:2 40:18 43:2 44:13 45:14 47:1 53:7 71:3 77:21 93:2,22 94:20 114:7 116:16 118:5 120:23 122:14 122:21 124:16 124:24 127:4 132:12 136:10 136:22 137:14 138:19,21 143:17 156:17 167:17 168:6 169:21 172:22 174:9 176:17 178:2 181:10 188:14 215:18 216:23 217:14 218:15 219:17 220:13 249:2 282:22 290:3 305:5
reading 44:8 118:23
reads 115:4 176:6 298:12
reaffirmation 66:8
real 77:24 178:11 266:15
realize 212:14
really 23:1,2 41:15 121:23 228:18 234:5 262:24 284:17 286:13
realm 278:18
Realtime/Live... 303:21
reapproval 214:21
reason 23:24 38:1 50:21 57:23 111:9 141:6 146:3 153:13 160:16 163:1,10,15 183:15 244:10 250:24
reasons 64:16 100:2 112:10 115:6 133:9 147:1,3 183:14 206:19 240:22

242:9 244:19 246:21 247:5 247:13,17 256:21 257:1 258:22
rebut 295:3
rebuttal 65:11 65:17 66:5,11 66:12,18 278:1 278:6,7,17
rebuttals 65:13 66:24
recall 16:3 18:17 18:21 19:7 23:19,23 24:3 24:9,17,21 25:2 39:12,14 51:6 80:2 88:3 88:5,8 101:1,8 102:15 111:18 115:14,17 117:18 118:13 118:14 119:2 121:21 122:3 123:5,11 126:18,23 130:3,10,22 131:4 134:3,6 145:11,14 154:21 155:9 166:14 168:24 169:5,23 170:3 170:6,8 171:21 171:24 186:8 188:6 190:11 193:24 208:11 208:19 210:3 214:7,8 221:17 222:6 226:3 228:1,9 230:22 231:18 233:5 234:7 236:22 237:6,18 238:4 238:7,16,21 239:6,18,21 240:14 245:20 248:21 249:16 250:18 264:6 264:12,16,18 265:5 269:17 269:24 274:5
recalling 277:6
receipt 214:19 294:13
receive 62:17 156:20 242:15 290:23 294:17 294:24
received 28:9 63:5 70:13 104:10 114:11 131:2 154:16 156:14 170:11 280:3,10 281:3
receiving 101:21 130:22 140:11 145:11 159:3 208:11
recess 58:21 100:16 152:14 165:15 178:17 207:5 222:13 229:3 267:5 296:15
reciting 131:9
recognize 14:21 67:8 98:6,7 108:19 145:18 161:8 173:10 195:3 197:14 197:18 200:19 207:16 231:5 271:3 289:23
recollect 292:10
recollection 194:10 231:3 231:14 236:17 239:20,23 254:9 273:19 273:22
recommendati... 281:10
recommended 141:8,12
reconciliation 119:18 266:7
reconciliations 35:13
reconciling 155:15
record 10:14 12:21 22:17 23:3 30:7 56:17 58:17,23 59:20 63:18 75:11 100:12 100:18,24 152:10,16 165:9,12,14,17 172:23 178:15 178:19 193:6 207:1,7 210:20 222:11,15 228:22 229:1,5 267:1,7 282:23 289:11,13 296:11,14,17 297:2 302:19
records 94:5
recoup 154:11 155:5 220:20
recourse 128:12 276:11 278:23
recover 146:22 155:6 166:2 267:15
redeliveries 49:2
refer 70:22 207:13 272:8 282:8 294:12
reference 37:12 52:20 53:24 77:10 82:13 104:21 109:18 114:2 115:7 116:5 117:4,9 117:12 120:7 121:12,21 125:6 126:17 127:24 132:17 132:20 153:13 154:13 188:20 191:20 273:11 299:4,9
referenced 47:18 52:15 71:13 93:14 129:22 164:14
references 88:1 102:13 116:8 120:12
referred 43:12 125:10 140:19 140:24 216:12
referring 33:19 36:17 49:19 63:4 117:1 138:17 152:20 199:6,9 252:12 252:15 269:16 273:1 281:13 289:21
refers 37:5 117:21 299:5
reflect 32:10 37:22 109:4 162:4
reflected 27:21 28:14 47:13 88:17 109:4 185:15 194:21 210:16 214:18 255:21
reflecting 113:7
reflects 97:19 119:12 194:22 195:7
refresh 231:2,13 236:16 254:8 273:18 301:6
regard 20:10 21:11 45:12 54:14 55:3,8 58:3 65:20 68:22 72:8 74:15 79:15 95:18 96:1 110:1,21 115:10 116:24 119:20 134:4 138:16 142:8 161:24 175:19 180:8,16 194:1 205:3 208:22 208:23 211:9 212:9 225:20 226:5,18 227:13 230:15 231:23 232:6 232:13 233:19 234:10 236:17 237:2,4 243:20 247:8 249:17 251:18 254:10 255:14 256:21 257:1,9,21 258:17 259:10 259:15 262:20 263:7 265:4 269:6,9 271:19 276:9 285:21 287:16 293:24 294:9 302:5
regarding 42:16 59:12 104:12 110:5 114:3,18 116:2,8 136:20 215:1 245:4 246:21 247:13 249:20 258:22

regardless 74:5 75:16
regards 181:5
regional 18:6
Regs 4:6 81:6,24 82:1,9
regular 17:21 19:11 33:17 224:15 259:18 274:23
regularly 224:14 225:24
regularly-con... 224:12
reimbursement 262:7 274:10 275:7 276:13
reinforce 66:2
reinstatement 279:12
reiterate 254:18
relate 280:6 281:7
related 17:11 88:23 169:5 176:8 181:2 196:11 210:12 210:13 221:2 232:20,23 244:24 280:8
relates 109:19
relating 34:14 94:2 254:1
relationship 16:15,20,24 17:2,8 18:11 18:20 19:21 20:17 21:12,18 24:22 31:14 35:17 42:8 61:15 68:1,4 90:21 91:3 106:5,14 115:22 126:8 131:6 141:20 142:12 155:19 157:3 158:3 162:21 214:23 216:2 226:14 227:4,10,12 260:4,5 262:9 262:13 267:14 278:13,24 279:4 280:18 281:5
relationships 22:12 23:12,16 74:21
relative 68:2,3 157:2 303:14 303:16
relatively 21:16 27:23 46:10 72:23,24 87:24
relat[ed 33:4
reliable 34:17
relief 211:8
remain 70:21
remaining 78:22
remains 93:9
remediation 24:13 29:3
remember 24:19 39:16 101:21 126:21 134:8 140:11 159:2,3 161:10 169:2,3 179:12 189:11 189:13 196:7 209:1 213:7 234:11,13 237:11 238:18 239:11 240:4 241:22 248:17 248:20 249:7 252:11 255:24 269:18 273:1
remind 59:4
reminder 59:10
remit 33:7,15
remittances 181:1
remitted 33:22
remitting 20:13 33:5 259:21 291:4
remotely 138:1
removed 43:7
removing 245:12
render 31:24
renegotiating 142:3
REO 84:18,19 85:12 86:15
reorganized 258:7
rep 136:16
repaid 52:6 119:22,23 154:3 266:10
repeat 12:15 223:8 232:9 282:19,20
rephrase 12:14 69:8,10 73:11 103:18 242:13 252:4 261:14 263:1 285:24
replaced 258:8
report 7:14 31:6 60:20,21 72:19 75:12 229:9 236:5 268:17 269:1
reported 33:23 44:16 219:1,8 288:7
reporter 11:15 11:19 29:1 270:3 282:22 301:20 303:4 303:21,21
reporting 1:22 10:21 20:14 191:9 219:2 259:21
reports 49:10,15 49:24 50:3 181:1
repository 240:8
represent 10:24 12:9 96:12 114:5 147:2 148:7 151:11 183:8 187:10 202:13 223:2
representation 219:11 284:9
representations 124:1,4
representative 13:21 14:4 57:3,6 58:7 77:5 231:23
represented 39:17 252:13
representing 10:20 11:12
represents 143:10 148:1 153:9 158:10 171:8 188:12
reps 169:15 220:15 255:12 259:9 260:16 261:1 262:19 275:17,19,20
repurchase 64:17,21 65:10 65:14,16,22,24 66:9,18 67:1 68:23 69:2 70:20,24 71:9 71:15 72:9,11 72:22 73:14,19 74:8,16,17 75:2,8,18 78:14,18,22 79:4,13,17 80:6 83:15,17 84:1,9,15,20 85:3,20 86:5 88:16 128:24 147:22,24 148:2,18 150:7 155:9 161:24 162:17,19 163:1,10,22 164:12,18 181:15 182:14 187:24 188:2 188:13 219:20 220:2 221:1 252:24 254:4 254:21 255:5 261:11,17,21 261:22 262:1 262:16 263:5,7 266:4 274:9,22 276:12,20 277:9,15,16,17 277:20 278:1 278:14,22 289:24 290:6 290:21,22 291:10,15,18 292:4,7,12 293:23 298:22
repurchased 65:2 119:23,24 132:14 153:18 154:1 164:4 216:22 295:24 296:3 298:17
repurchases 67:12,19,22 77:7,8 83:6 147:14 148:20 149:15 157:16

181:8,12,20,24 219:15,18 221:3 266:8 276:24 298:2,4 299:16,21
repurchasing 63:12 64:24 291:5
request 9:10 11:14 65:16,22 65:24 66:2 70:14 71:16 72:11 73:14 76:12 80:11 83:15,17 84:1 84:10,20 85:3 85:9,21 86:5 86:13 121:17 126:5 141:14 141:16 148:3 150:8 160:4 161:24 162:17 163:2 193:6,9 195:21 209:9 214:6 243:16 261:17,23 262:1 263:5,7 264:4 274:22 277:20 278:2 278:14 289:24 290:6,22 291:15 292:7 293:23 295:3
requested 59:21 65:1 106:4 121:3 122:2 135:6,7 189:22 210:21 212:7 239:5
requesting 78:17 214:8
requests 69:2 70:20 71:1,9 71:15 72:22 78:14,18,20 79:7,13,18 148:18 162:19 163:11,23 164:13,18 181:15 182:14 208:19,20 219:20 220:2 221:1 252:24 254:5,22 262:16 264:10 274:9 276:12 276:20 277:9 277:15,16,17 291:19 292:4 292:12
require 37:22 44:24 45:4 64:21 147:22 150:24 291:14
required 34:8 126:15 135:12 142:11 159:20 171:22 181:24 212:16 252:22 292:19
requirement 33:20 284:3
requirements 34:16 64:20 202:13 260:1 284:12 291:3
requires 33:12 175:17 284:5
rescind 65:22,23 66:3 93:11 141:15
rescinded 121:17
research 210:11 251:23
researching 208:23 209:5
reserve 59:21 211:18 222:6
reside 275:19
residential 21:17 125:6
resigned 123:1
resigning 123:14
resolve 70:19 164:12 220:2 236:4
resolved 77:9 291:15
respond 210:2 212:9 290:4 292:12
responded 41:10 53:15 134:4
responding 78:13
response 28:8 28:15 54:4 60:18 72:7,10 73:17 128:18 140:22 141:1 206:9 209:9 210:3 230:5 290:24 291:7 291:20 292:2,2 292:6
responses 12:22
responsibilities 15:9,14,17,22 15:23 258:6,9 258:13 259:14 260:2
responsibility 25:1 258:7
responsible 16:23 18:10,17 19:17 30:23 31:9,13 40:5 42:15 52:23 112:24 115:21 233:8 254:7,24 255:10
rest 120:11
result 236:3,20 268:18 269:11
resulted 100:2 151:17
results 236:6,11
resume 141:15 141:20 169:10
resuming 169:24
retain 141:17
retained 5:23 164:24 228:12 238:14
retired 19:3 107:21 258:2 258:15
retract 264:3
returned 53:13
returning 115:10
reversal 78:18
review 27:22 28:18 29:11 31:20 35:12 48:12 61:1,5,9 61:11,17,24 62:7,14 81:13 149:5,6,17 150:4,18,22 151:4,12 152:2 156:6 165:6 178:4 189:8 192:8 206:16 208:8 213:5 214:23 215:9 216:1 218:24 228:19 233:1 234:2,10,13 235:18,24 251:22 253:21 268:13,23 269:22 278:6 290:8 293:22
reviewed 24:11 47:14 148:6,15 149:10 159:5 161:11,12 214:10 232:19 232:21 234:4,6 268:15 269:3 269:13 277:10
reviewing 26:5
reviews 27:4 62:3 148:22 151:10 181:21
revising 166:20
revisions 221:16
RFC 5:6,8,12 6:3 121:10 125:5,9,23 126:6,11,20 134:13 135:16 142:16 143:10 167:2,20 169:9 169:14 220:24 255:17,23,24 256:2,4,5
RFC014637 4:14 97:23
rifle 239:22 240:1
right 12:16 14:11 29:13 31:4 48:1 56:11 57:4 75:6 113:20 121:19,22 137:12 172:22 174:12 176:13 195:20 198:21 210:23 222:5,6 245:6 248:15 249:1 262:1 264:17 266:22 267:22 270:11 272:5 274:12 274:17 277:8

rights 78:10 94:2,9 98:13 176:15 211:18 256:17 257:10 259:7 274:2
risk 19:18,18,19 19:24 20:7,11 20:12 27:9,23 28:2,5,8
(b) (7)(C) 2:9
(b) (7)(C) 116:22
(b) (7)(C) 213:9
(b) (7)(C) :7 11:1 12:8
(b) (7)(C) s 11:11
role 234:14 256:2
rolls 39:20 219:15
rough 124:15
routine 17:21 32:9 95:12 262:3
routinely 32:4
Rule 224:3 231:24 232:12 232:18 281:18 283:14 285:15
rules 12:11 211:4 212:2
running 137:20
runs 272:6
Rural 217:11

S

S 2:1,15 3:9
safety 110:5,10 241:1
sale 6:5,7 84:18 84:19 86:15 95:4,8 97:5 98:24 125:13 125:22 128:10 141:24 142:3 146:23 147:4 151:21 155:4 164:14,20 166:11,22 167:23 169:13 170:15 172:9 173:9,11,21 175:1,4,7,15 175:16 177:3 178:5 181:22 183:22 184:9 220:22 252:20 257:22 265:18 281:21 283:18 285:19 300:22 301:6 302:2,6
sales 96:18 255:15 256:8
salutation 136:9
(b) (7)(C) 18:20 30:5 30:23 52:12 70:6 77:13 91:24 92:17 107:8,19 114:14 122:24 123:2,8,9 136:4 159:10 161:15 174:15 174:21 185:20 185:23 208:14 214:6,13 237:16 249:11 258:1,2,12,15
sample 149:4 151:6 236:1
(b) (7)(C) 3:17 29:16 77:13 174:22
(b) (7)(C) 258:6
(b) (7)(C) 201:13
satisfied 85:1 250:22 265:8
saw 80:4 140:23 169:3 186:5 206:9 277:8
saying 48:15 55:21 105:18 113:15
says 27:6 34:12 35:9,24 39:7,8 40:12 43:5 48:23 49:13 52:11,12 53:5 53:7 67:10 71:14,19 106:2 116:17 118:1,7 119:4 121:1 125:19 131:18 143:13 144:13 145:20,21 146:13 149:9 150:9 153:17 167:17 174:8 177:17 187:22 188:9 189:18 191:7 199:6 201:20 202:18 206:2 208:18 215:14 216:17 217:10 218:4 220:11 254:16 272:18,21 287:3 288:5 299:20 300:21
scenario 85:5
schedule 14:10 59:19 212:13
scheduled 24:5 167:19
scheduling 82:19
(b) (7)(C) 43:3 143:8
(b) (7)(C) 7:20 25:24 30:19,20,21 31:7
scope 61:14 127:6 227:9,18 228:19
scream 242:22
search 194:2
searches 216:18
searching 194:23
second 26:7 30:15 34:12 36:9 60:22 62:6,10,12 66:11 67:10 70:6 76:2 93:21 104:9 110:21 112:20 114:6 129:20 132:11 133:15 134:22 137:12 142:1 143:11 146:12,13 152:23 153:19 167:12,16 181:5 184:24 186:7 187:17 203:16 216:17 218:4 228:21 240:6,10 282:3 287:1 293:17 295:8 297:24 298:22 299:20
secondary 21:4 131:24
Secretary 213:8
section 147:15 177:14 181:7 181:11 254:17
sections 178:5
securities 43:15 52:24
securitization 78:6
securitize 21:5 209:19
securitized 22:9 51:12
securitizing 20:7
security 44:2 46:16 50:14 109:13,16,18 109:19 110:5 110:22 111:8 112:2,10 129:21,21,23 129:24 130:4 153:12,23,24 194:2 195:2,8 199:13,17,24 200:4 238:13 238:20 239:1,3 239:4,6,19,22 240:5,14,17,23 241:6 242:10 243:2,16 244:19,24 246:7
see 26:10 39:10 59:23 62:9,21 66:20 67:11,14 70:21 71:16 73:4,8 77:14 77:18 81:19 105:18 116:13 116:13,14 118:22 122:17 131:14,19 136:6 147:11 153:1 167:13 173:22 176:3 177:15 187:19 188:4 199:2 201:5,9,16 202:21 203:1 204:2,12 205:8 212:18 215:12 215:18 219:13 236:12,14

264:10 272:15 272:22 287:14 290:17 294:15
seeing 159:2 182:22 230:22
seek 20:24 64:17 211:8 213:9 262:6 274:9 275:7 276:10
seeking 276:12
seen 91:19 101:18 171:1 186:1 187:3 200:21 214:3 230:18 251:13 266:5 277:7
seize 273:10
seized 97:17
selected 151:11
sell 22:7 97:12 203:5
seller 75:7 93:12 121:3 141:18 176:10,12 202:19,21 256:11 262:2 263:13 275:20 284:10
seller/servicer 99:3 214:22 259:18
selling 17:7,11 45:1 69:6 90:7 90:23 232:21 275:17,18 282:14 292:14
send 66:5,24 135:3 145:15 248:18 274:22 277:20 291:6 291:23
sending 78:20 274:24
sends 261:16 277:17,24
senior 16:21 27:13 175:12 176:24 215:11 215:17
sent 148:3 253:1 261:22 262:16 263:5 267:15 267:20 301:18 301:24
sentence 27:6 40:12 44:12,14 45:15 46:17,24 48:22 67:10 92:22,23 93:3 94:21 138:18 144:12 146:12 150:13 158:10 176:6 190:3 191:7 216:17 218:3,4 253:23 290:12,13
September 201:16 204:13 204:24 205:16
series 6:15 186:12 194:21 196:10
serious 142:10 206:12
serve 190:23
service 22:6,8,11 32:1 52:19 113:1 142:4 190:5 260:8 262:18
serviced 17:10 33:14 180:22
servicer 37:24 40:7 69:7 72:8 73:4,15,16,18 73:20 74:6,11 74:14,17 75:1 75:2,8,10,17 75:19,21 83:15 84:10,21 85:9 85:21 86:5 93:13 96:22 97:2,3 121:4 141:18 147:5 191:11 213:10 256:11 259:12 261:13,17,22 262:2,6,11 263:13 273:13 274:11,24 275:2,6,21 277:2,17,19 278:2,5,11,13 278:16,19,21 294:1 295:1
servicers 34:9 97:4 273:7
services 21:24 260:10 261:9
servicing 6:5 17:8,12 30:22 30:24 31:5,7,8 31:10 33:18 34:13,18 35:10 35:18 42:10,17 63:13 70:15 78:10 88:24 90:8 91:1 94:3 94:10,13 95:19 96:2 97:5,17 98:12 99:8,22 100:4 109:23 125:14,15 126:14 132:1,2 133:20,23 136:16,17 137:17,24 138:4 146:2,23 147:4 155:5 164:20 167:24 168:1,18 170:14 171:9 171:15 175:5 176:8,11,14 180:17,20 181:23 183:22 184:7,10 188:12 191:22 195:22 218:21 219:4 220:15 220:22 227:24 228:6 232:22 255:2 256:17 257:10,13,15 259:7 260:3 261:3,4 263:8 265:19 273:8 274:1 275:17 275:20 277:11 282:15 288:6 292:9,15
set 21:10 26:22 51:18 107:14 116:2 224:7 233:3 295:1 303:12
setting 83:8
seven 68:13 209:11,22 212:2 298:10
seventh 120:19 271:14
severs 91:3
shared 236:9
sharing 170:11 258:5
(b) (7)(C) 32:2
sheet 5:4 78:10 134:10 305:9
(b) (7)(C) 8 293:8 [redacted] 32:3
short 46:10 124:9 160:16 190:9 203:21 222:8 266:15 285:11
shortly 211:14 212:4
short-term 50:11
show 13:6 14:19 179:7 269:2 286:16
showing 25:11 29:24 42:1 48:10 49:23 60:10 64:9 69:22 76:23 81:11 87:5 89:14 91:13 98:4 101:16 105:5 107:1,23 129:10 130:18 134:20 135:22 140:7 142:22 145:7 156:3 158:21 161:4 165:4 167:8 170:21 172:18 184:19 189:6 197:10 198:6 200:15 208:6 213:3,23 297:11
shows 200:2
shuffling 297:11
side 107:15 119:13 225:16
sides 82:10
siege 143:16
signatory 174:15 175:14 302:10
signatures 92:12 92:16 174:10 174:17
signed 141:23 174:4 248:13 249:6,15 302:9
significance

234:13
significant 27:20 67:23 124:11 149:12 149:23 150:14 151:18,19 158:2 159:23 160:1 181:3 182:9 206:21 234:12 236:18 243:8
signing 174:23
signs 185:1 290:1
similar 80:7 187:10
Similarly 285:14
simple 284:2
simply 294:10
single 102:12 149:2 163:16
Single-Family 179:19
sir 20:11 81:14 87:17 147:16 156:7 165:7 171:18 177:15 179:9,22 181:11 192:8 207:14 208:9 213:5 232:2 300:1
sit 223:1
site 109:20,23 110:6,15 241:10,18
sitting 238:3,23 288:19 292:20
situation 65:20 71:7 80:7 111:20 180:6,7 262:5
situations 112:9 275:9
six 84:7 86:7 219:22
sixth 35:22 71:19 72:15 271:13
size 68:1,3 125:16 226:13
sketch 14:24
skip 220:10
slash 66:15 122:15 204:1
sloppiness 250:4 250:6,10,11 251:2,6,9 295:10,12
sloppy 47:5 49:7
slow 220:1
small 159:22
smaller 16:1
Smith 3:17 4:5,8 4:10,12 5:17 5:20 7:11 18:20 19:3 29:17 30:6,23 31:1 42:20,22 70:6 76:17 77:14 86:22 89:8 91:7,24 92:17 107:8,19 114:15 158:14 159:10 160:20 161:15 174:15 174:21,22 185:20,23 208:15,20 210:5 213:17 214:6,13,17 216:15 220:6 221:6,15 237:16 249:11 258:1,2,13,21 279:17 280:4 280:11 (b) (7)(C) 18:22 19:8 34:20 209:8 221:20
smoothly 137:20 246:1
social 194:2 195:1,8 199:13 199:17,23 200:3
sold 17:9 43:20 44:18 53:17 132:15 194:13 202:19 203:17 209:17 217:12 218:10 250:13 250:24 285:6 286:8 287:21
sole 95:4
solution 168:14
somebody 34:5
someone's 43:18
soon 43:12,18 113:2,8 121:10 209:14 266:9
Sophie 125:5 143:3,8
sorry 28:23 32:23 36:15,23 37:15 50:5 52:22 54:9 62:10,14 69:10 72:3 74:1 75:5 83:11,13 84:5 103:15 108:3 113:12 125:19 128:11,15 147:20 150:16 157:12 163:7 166:16 171:6 174:14 180:8 185:5 196:18 200:7 208:22 225:4 228:4 230:10 240:1 243:11 247:6 253:15 259:3 260:22 261:15 270:9 274:16 279:24 280:23 286:12,18 287:7 290:5 293:2 298:8
sort 56:14 117:15 228:13 236:18 242:13 244:2 290:23 292:11 299:8
sound 31:21,22
South 2:3
southeastern 16:10
sparsely 241:23
speaking 57:11 57:15 68:22 74:11 115:14
special 275:9
specific 210:13 269:5 277:5 283:13 292:18
specifically 33:1 50:12 61:19 182:3
specifics 26:3
specified 231:24
specify 56:24 251:16
speculating 99:20
speed 50:20
spoke 238:12 252:2,4 277:14
spoken 180:13 246:20
spokesman 106:7
spring 163:11 264:21
stability 220:21
staff 18:2 31:8 35:12 241:18 242:5 249:12 300:19
stages 40:16 41:2
stand 32:15
standard 26:22 32:15 34:8 36:3,8 61:3,3 61:24 87:22,24 135:11 161:22 161:23 162:3 290:6 292:14 293:23 294:2,6
standards 21:10 58:2 149:3 151:2 226:17
standing 44:7 54:13 55:12,14
start 58:24 100:19 152:17 207:8 267:8 277:1
started 109:3 244:5
starts 113:15 199:14
state 10:23 223:24 276:18 288:3 303:4
stated 53:19 236:10 274:7 280:16 295:8
statement 115:9 117:14 136:20 168:9 220:6 221:6 298:15
statements 104:14
states 1:1 10:10 16:9,10 104:10 156:14 235:22 253:24 287:11 290:14

statistically 236:1
status 93:9,17 99:1 115:5,12 120:4 121:7 122:2 131:6 133:6 137:20 141:18,19 142:9 189:21 189:22 209:6 264:8,10
stay 136:16
stayed 130:9
stenographic 282:23 289:13 297:2
stenographica... 303:11
Stephen 185:2 185:10,12 231:1,4
steps 194:18,20 195:15
Steve 236:9
sticker 296:20
stipulate 224:1
stipulations 9:15 49:4
stock 121:13
Stolove 2:15 11:7,7 282:2
stop 193:3
stopped 148:9
straight 260:7
Street 1:15 2:8 10:17 198:24 240:6
strike 176:22
string 66:17 199:21
studies 268:5
study 268:3
subject 176:15 300:13,20
submit 65:16 282:24
submitted 215:6 279:11
subpoena 3:12 13:10 230:5
Subscribed 305:17
subsequent 41:8 84:19 92:7 104:17 111:1 118:19 143:23 183:21 184:6 186:24 195:6 218:20 221:15
subsequently 82:21 126:19 194:13 269:15
subservicing 95:5,9 97:13 98:24 99:5
subset 185:18 198:19 234:3
substance 305:8
suffer 154:4
sufficient 63:22 172:4 265:19 281:12
sufficiently 184:8
suggest 27:19 68:12 193:1,14 254:12
suggested 56:18 56:21
suggesting 68:16 153:20
suggests 46:17 103:5 104:19 148:12 149:20 151:13
Suite 1:15 2:3,8
summarize 127:24
summarized 27:22 268:17
summarizing 280:4
summary 4:18 106:18 186:5 234:2 250:7 269:14
summer 264:21
Sunday 131:4
supervision 28:17
support 9:2 281:20 283:17 284:16 285:4 285:16 287:18
supporting 281:11
supportive 121:16
supposed 136:16 209:15
sure 17:6 20:3 21:3 28:4 32:17 33:9 38:5 44:10 50:19,22 58:8 58:14 61:10 76:6 77:23 79:6 82:13,15 90:19 93:4 98:18 100:10 107:11 109:10 111:7,16,22 112:19 114:9 117:23 121:1 122:23 124:22 131:23 145:13 146:8 150:18 151:8 154:24 157:20 165:10 173:8 178:13 180:20 185:18 191:21 205:5 220:14 226:24 228:18 232:10 242:7 244:7 245:14,24 249:10 261:16 265:16 266:21 271:23 276:3 278:3 288:14 294:5
surprising 123:16
surrounding 180:1 210:15 232:6
suspension 90:7
SVP 167:19
(b) (7)(C) 31:11 52:11 53:2 102:3 118:2,15 118:20 297:21
switch 222:8
sworn 11:23 303:7 305:17
Sylvia 65:9
symbol 121:13
system 33:18 34:18 219:3,5 288:6
systems 144:17 144:22

T

T 3:9 185:2 303:1,1 304:1
table 173:20 238:10
take 13:1,3 25:13 30:1 35:15 42:3 48:12 51:21 58:9 60:12 64:11 81:3 94:9 100:8 178:11 192:5 194:19 195:14 195:15 198:23 222:7 246:11 251:5 263:24 266:19 273:7 276:1
taken 1:17 58:21 81:24 100:16 124:20 152:14 165:15 178:17 207:5 267:5 296:15 303:11
talk 194:7
talked 192:16 206:14 225:19 225:23 230:16 250:8 252:7 264:24 281:15
talking 83:10 193:10 232:15 251:16 291:12
Tally 187:17
tape 58:19 59:1 100:14,20 150:20 152:11 152:17 207:2,9 267:2,9 302:20
Taylor 1:4 6:8 7:16 10:5 11:13 16:12,16 16:20 17:1,17 18:2,7,12,18 19:9,21 21:2 21:15,16,20,22 23:18 24:3,7 24:14,18,23 25:1 28:9 29:12 30:11 31:15 33:6 39:17 40:2 48:24 52:14 55:1,9 66:23 73:7 87:20 90:8,11,22

91:22 92:7,18 93:6,18 101:3 102:17 103:3 109:6,21 110:6 110:16 111:3 112:11 113:9 114:4,10 115:12,23 116:2 117:6,10 117:22 120:16 123:19 126:13 131:7 132:9,22 133:22 135:8 136:3 138:24 141:17,21,23 142:12 147:23 148:4 149:18 151:15 153:15 153:18 155:19 158:3 159:11 159:16 162:21 164:6 166:12 170:10 171:7 172:3,10 174:8 174:18 180:2 185:17 187:11 194:12 195:5 202:18 214:19 214:24 216:2 223:3 226:18 227:13,21 228:14 229:15 231:10 232:7 232:20 233:21 233:21 234:3 234:19 235:9 236:2,6,20 237:5,13,23 238:15 240:12 240:18 242:21 243:4,22 245:17 246:10 246:15 247:11 252:10 253:1 255:3,16 256:5 256:10 257:17 258:17,23 259:8 260:13 264:14 265:4,9 265:11,16,22 266:2,12 267:13 268:20 269:7,21 273:5 273:8 276:10 276:11,23 279:11,18 280:5,19 281:6 281:21 283:17 285:5,17,19 286:6 287:19 293:19 295:16 295:24 299:3 300:22

TBA's 35:19

TBW 19:15 26:6 31:21,24 34:5 35:17 40:13,23 42:8,13 44:18 45:19 47:5,17 53:17 63:5,12 64:24 66:15,19 79:12 102:10 102:22 103:14 104:1,16,18 106:10 109:17 112:3 114:2 121:7,24 122:15 123:23 125:21 133:2 133:17 137:9 143:24 155:11 156:16 157:9 157:15 160:4 162:14 163:3 163:12 164:13 167:21 169:8 173:11 188:11 189:19,20 190:3,8,12 191:12,17 192:7 194:2 196:24 201:3 204:1 219:19 219:24 220:5 220:15,20,23 231:16 273:13 283:10,13 284:18 298:2 298:17,17 299:15,21 302:3

TBW's 34:14 43:6 47:8 76:12 125:14 149:11 150:13 282:14 283:2

team 18:9,13

technically 84:24

technology 190:17,22,24

telephone 168:10 169:1 247:4

tell 30:19 41:7 106:12 108:24 114:5 177:7 179:15 211:19 247:16 250:12 292:17 293:22 298:21

temporarily 191:6

temporary 46:15 50:10 52:3 190:5

ten 78:20

tendered 231:22

tense 111:4

tension 244:3

termed 295:10

terminate 90:20 90:21 94:8

terminated 93:8 93:9,19 95:16 96:16,21 98:14 99:1,9,21 100:1 102:9 106:10,13 133:10 147:4 163:3 182:11 206:20 219:19 248:6 256:10 265:11 267:13 298:18

terminates 196:24

terminating 87:19

termination 35:19 87:19 90:10 92:8 93:11 94:11,12 94:24 95:9 97:10 100:3 101:3,6 103:8 103:10,14 104:1,6,18 111:2 112:3 115:5,12 117:22 118:8 118:12 120:16 122:11 123:15 126:13 133:2 135:14 142:9 142:11 143:24 144:2 162:14 164:5 168:20 183:14 191:1 192:7 219:21 226:19 227:15 228:14,17 231:10,16 232:7 233:22 235:12 237:5,7 237:13,21 238:14 243:8 245:19 246:22 247:5,14 252:9 256:22 257:2 258:22 263:13 264:4 265:1 266:2 267:21 267:24 268:2 268:11,15,21 269:7 282:13 283:4 299:2

terminations 95:11 97:16 144:9

terms 42:12 43:17 158:2 206:15 230:14 234:14 259:20 275:15 279:3

territory 16:2,4

testified 11:24 55:5 162:12 240:21 259:6 279:9 285:3 291:8 294:7

testify 232:17 303:7

testifying 55:17 58:4,6

testimony 1:14 23:6 303:10

thank 13:5 14:12 23:8 37:16 39:5 57:12,18 59:8 59:9,16 60:1 63:24 76:5 86:18 94:14 103:20 108:4 129:2 131:13 139:21 142:14 152:7 160:14 164:8,21 171:16 172:6

182:1 184:11 221:4 222:3,24 223:10 225:13 225:14 266:23 270:13 271:17 296:6,24 300:12,20 302:17
theft 110:3
theirs 38:16
thereto 143:23
thing 121:19,22 136:13 138:20 202:16 241:14
things 12:20 139:6,20 228:2 235:7 245:24 266:5 276:5
think 39:22 42:21 43:23 46:14 52:2 55:19,20 82:4 82:8,9,15,20 84:23 102:16 110:20 111:4 114:15 117:4 142:2 143:6 162:16 171:2 188:16 198:18 212:11 216:14 216:15 217:1 227:20 242:23 244:10 251:21 252:21,22,24 273:14 274:4 284:18,22 296:2
thinking 284:19
third 35:21 44:12,14 45:10 73:3 112:14 118:1 135:13 144:12,13 167:14 177:17 177:24 188:9 202:17 262:7 262:11 264:4 271:8,23 278:24 279:1
third-party 235:18
thorough 61:11 61:21 235:24
thought 55:11 55:15 190:20 241:8 242:6 244:6,19 246:5 266:17
threaten 242:12 245:18
threatening 245:21
threats 242:15
three 26:6 28:4 83:16 84:1 85:22 118:2 125:12 186:21 186:22 187:7,9 211:23 219:23
Thursday 123:3 123:10 136:4 138:5
tied 195:1 197:22 199:15
tilting 36:12
(b) (7)(C) 2:13 11:5 11:5 25:15 36:16 57:16 58:9,12 59:3 60:1,19 80:18 81:2,15,17 82:2,6 100:10 103:13 108:2 131:11 165:8 165:19 196:17 224:17 225:4,8 225:11 251:15 253:13,16 270:6,10 271:5 272:2 280:20 282:4,17,24 286:15 287:5 296:6 297:13 302:16
time 11:16 12:12 12:24 14:9 15:9,15,18 16:4,6,11 18:22,23 24:8 35:5 41:8 45:20 46:11,20 49:5,20,22 58:17,23 59:8 59:13,15,17 62:4 72:24 78:3,7 84:8,13 93:11 100:12 100:18 109:16 112:22 113:19 114:24,24 116:13 120:17 123:19 124:10 125:20,24 130:6,7 136:17 138:9 141:8 150:17 152:10 152:16 161:18 162:13,19 165:12,17 171:15 172:4 178:15,19 186:20 187:13 190:1 192:5,20 193:17 198:16 198:17 201:20 202:2 203:22 204:7 205:21 207:1,7 209:4 212:6,10 219:10,19 220:22 222:11 222:15 223:1,6 224:5 226:3,19 227:22 229:1,5 235:10 236:23 237:23,24 238:24 239:7 241:10 242:15 245:8 247:9 250:20 264:17 265:10 267:1,7 273:4 276:21 277:3,11 281:21 283:3 283:18 285:6 285:19 286:8 287:20 288:4 292:11 294:8,8 296:7,14,17 302:19 303:12
timeline 292:18
timelines 33:24 34:4 142:3
timely 79:7,14
times 66:24 119:12,14 247:20 277:24
timing 228:19
title 18:22 37:20 45:6,8 53:16 102:23 104:11 139:18 176:7 201:23 202:3 205:24 206:11 216:18 258:12
titled 37:7 38:14 176:7
titles 216:19
titling 36:14,15 36:24 37:10,22 38:2 39:7
today 12:10 13:19 15:12,19 16:2 22:18 52:13 59:6,17 82:13 125:21 133:6 156:15 169:20 171:10 173:13 177:1 183:16 188:17 217:18 218:1 223:2 225:24 228:8 230:24 231:22 236:24 238:3,12,23 240:21 243:24 246:19 247:20 251:13,21 252:2,4 264:23 266:5 268:8 269:13 277:8 288:20 292:20 298:16 301:3 301:12 302:8
told 53:11 106:6
top 71:14 89:3 167:14 186:7 187:17 201:8 272:12,14 287:1 299:20
topic 196:12 237:6 238:8 282:6,11
topics 231:24 232:13
total 146:15 150:9 195:7 211:23
totally 280:24
trading 45:18 52:19,23 113:1
traffic 212:15
transaction 209:18
transcript 1:13 303:10
transcription 305:6
transfer 70:14 70:19 71:8

76:13 78:2,4,7 79:6,24 80:8,9 80:11 95:18 96:1 97:5 176:14 184:7 191:21 218:20 235:14 256:15 257:10 259:7
transferred 45:7 78:8 255:8 274:3 276:22 277:12
transition 190:9
transitioned 190:24
Transmittal 5:4 134:10
Transmittals 6:5 170:14
transmitted 224:8
transpired 195:17 210:9
treasurer 112:23
treasurer's 120:14
trial 211:11
tried 157:19
triggers 126:1
true 298:14 303:10
truth 136:12 138:19 303:7,8 303:8
try 73:12 95:15 103:16 153:7 287:24 295:2
trying 80:16 122:13 125:12 162:20 167:22 213:9 240:2 273:6 289:1
turn 21:22 33:15 70:5 71:11 174:1 175:21 177:11 203:24 234:16 235:20 277:20 279:5 286:20
turning 191:5
turnover 123:22 124:8
twelve 67:22 78:19
Twentieth 2:8
twenty-six 70:20 78:14
two 31:17 32:24 42:23 43:2 51:8 53:14,16 59:21,22 74:22 77:16 90:15 91:4 92:12 120:24 126:5 141:2,5 153:16 172:7 195:2 202:13 204:1 204:22 205:7 208:18 227:20 229:24 266:20 271:7 289:17
two-page 48:17 293:14
two-thirds 112:14
type 16:15 32:3 36:2 61:3 71:6 154:12 157:3 182:20 203:3,5 203:6
types 147:2
typical 236:7,7,8 289:24 291:17
typically 51:7 61:13 95:22 128:23 153:8 279:1 291:14

U

Uh-huh 105:11
uh-huhs 12:20
ultimately 150:7 206:18,19 209:15 251:8 291:24 292:5 296:2
unable 70:18 78:6
unallocated 113:18
unclear 158:9
uncommon 180:5
underlined 53:6 116:19
underlying 86:14
underneath 39:7 42:18 113:21 145:20
understand 12:13 13:19 143:13 200:22 210:24 211:20 221:9 223:7 224:24 228:11 243:1 286:13 295:23
understanding 15:21 19:2 56:9,12 81:23 157:22 184:5 223:24 227:16 295:19
undertake 232:5 232:17
underwrite 151:7
underwriter 190:16
underwriting 20:8 148:16 151:2,12,19 202:12 268:13 269:3 290:8,9
unencumbered 45:3
unfamiliar 244:18
unfamiliarity 34:15
unfortunate 212:15
unhedged 78:10
uninsured 188:11 220:18 252:8 281:14
unique 34:5 292:16
United 1:1 10:10 16:9,10
unnecessary 143:15
unprecedented 183:6
unrelated 219:20
unusual 95:11 125:14 141:3 183:3 275:14 276:6
update 7:16 120:4 131:5 179:23 208:18 229:14 234:18
updates 187:11
usage 190:7
use 11:10 44:8 54:14 190:15 190:22 191:6 205:3 211:10 230:13
usually 80:21 148:12
utilized 112:2

V

v 1:7
VA 88:13 217:11
vaguely 101:23 208:13 236:22
valid 217:13 236:1
validity 74:15
validly 93:7 248:6
Valley 1:22
valuable 100:5
value 21:21,22 99:4 124:5 203:11,13 235:17,19
varied 226:10 226:11
varies 33:17 175:18
variety 17:10 19:19 21:23 27:1 29:8 100:1 139:19 146:24 181:2 206:17 232:23 257:15 266:10
various 7:12 187:12 193:13 223:14,19 268:19
verbal 12:19
Verbatim 172:23
verify 191:10
versus 10:7 58:5 274:23
vice 16:21 18:23 19:13 27:13 31:2 174:22 175:12 176:24 179:18 258:12
vicinity 242:1

videographer 2:21 10:1 11:15,18 58:16 58:22 100:11 100:17 152:9 152:15 165:11 165:16 178:14 178:18 206:24 207:6 211:22 222:10,14 228:24 229:4 266:24 267:6 296:13,16 302:18
Videotape 10:2
videotaped 1:13 302:23
view 17:4,5 72:20 141:11
viewed 100:4 217:17
Vin 198:12
violates 116:19 117:19
visit 26:23
visits 26:6
volume 155:16 162:18
voluntary 118:8 118:12
VP 132:2

W

(b) (7)(C) 2:3 [redacted] 2:20 146:1 185:23 186:23 187:7 258:5 297:20
wait 11:3 150:19 282:2
walk 92:20 146:10 147:15
walking 244:16
want 12:24 13:6 21:14 37:2 95:21 98:11,22 121:4 124:24 139:9 150:19 172:21 173:6 211:3,18 217:2 223:23 241:11 241:19 242:24 253:22 260:6 272:8 282:11 286:15 301:21
wanted 111:7 122:1 143:20 168:3 245:14
wants 121:18,18 136:19
warehouse 43:6 50:16,17 115:21 116:20 117:9,19 118:9 141:4
warrant 254:4 254:21
warranted 244:20
warranties 124:1,4 169:16 220:16 255:12 259:9 260:16 261:2 262:20 275:18,19,21
Washington 2:12 43:6 209:11 233:17 239:2
wasn't 37:17 119:24 228:17 231:19 253:13 301:11
watch 45:19 48:24
water 266:19
way 14:9 23:10 37:6 43:23 50:8 52:2 69:13 83:22 112:15 118:24 142:2 184:3 218:17 235:17 250:23 265:8 288:2,23 295:18 298:21
weaknesses 31:23
weakness[es 33:2
website 15:2 82:1
Wednesday 1:16 42:5 138:2 143:4
week 53:10 103:1 134:1,1 137:17,23 138:3,13 239:13,13 250:9
weeks 109:7 133:24 186:24
welcome 283:6
went 247:18 290:10
weren't 219:10 250:13 288:8 [redacted] 174:5 253:20 300:7
we'll 59:23
we're 12:10 15:11 33:18 47:22 58:16,22 100:11,17,23 152:9 165:16 165:22 173:13 178:14,18 206:24 207:6 211:4 212:11 222:14 227:1 228:24 229:4 278:12,21 296:16 300:14 301:13 302:15 302:16,18
we've 42:7,21 112:9 139:8 140:19 143:15 151:11 161:19 164:14 171:9 174:16 183:16 189:20 206:14 247:2,4 251:13 268:7 269:13 275:10,18 276:4 277:7 291:2 302:7
Whitaker 1:4 6:8 7:17 10:5 11:13 16:13,17 16:21 17:1 18:3,7,12 19:22 21:15,16 21:21,23 23:19 24:4,7,15,18 24:23 25:2 29:12 30:12 31:15 39:18 52:14 55:9 87:21 90:9,12 90:22 91:23 92:7,18 93:6 93:18 101:3 102:17 103:3 109:6 110:7,16 111:3 112:11 113:9 114:4,11 115:13,23 116:3 117:7,11 117:23 120:17 123:20 126:13 131:7 132:10 132:23 133:23 135:8 136:4 138:24 141:17 141:21 142:13 147:23 148:4 149:19 151:16 153:16,19 155:20 158:4 159:11,16 162:22 164:6 166:13 170:10 171:7 172:4,10 174:9,19 180:2 185:17 187:12 194:13 195:6 202:18 214:20 214:24 216:3 223:3 227:14 227:22 229:16 231:10 232:20 234:19 236:3 237:13,23 238:15 240:13 243:5,22 247:11 252:11 253:1 255:4 257:17 258:23 260:14 265:23 266:12 268:20 273:6,8 276:23 283:18 295:16 299:3 300:23
Whitaker's 40:3 109:22 141:23 256:5 267:14
(b) (7)(C) 2:1
wide 34:6 227:9
willing 98:23 225:2,10
wind-down 266:3
(b) (7)(C) 264:21
wire 53:14 156:15,20 181:17
Wisconsin 2:12
withheld 299:6

withhold 147:3
witness 3:3 9:5 17:24 22:24 23:8 25:18 26:16 27:18 28:12 29:2 32:7 33:11 35:1 36:21 37:5 38:19 40:20 41:6 44:24 46:7 47:12 49:18 52:1 54:3,9,15 54:24 56:3 57:18 60:24 63:8,22 65:5 67:3,17 68:11 72:3,18 74:1 74:19 75:5 76:6 83:2,19 84:4,12,23 85:15 86:1,9 86:17 90:6 97:15 99:7,19 103:18 104:5 119:11 122:9 128:15 138:12 139:3 144:5 146:7 147:20 153:7 154:21 156:24 157:11 157:19 159:14 162:2 163:7,14 173:16 177:5 178:13 182:8 183:2,24 193:12,21 196:19 199:8 199:20 200:5,7 202:6 203:8 211:2,6 212:12 213:12 215:24 217:6 220:8 221:8,23 243:14 246:5 250:17 251:20 259:3 260:22 261:6 265:14 266:14,17,22 270:4,8,11,16 271:7,22 272:5 274:16 279:24 280:21 283:8 284:1 285:11 286:12 287:9 287:24 296:9 296:22 297:15 298:20 301:23 302:17
wondering 230:17 243:3 293:1
word 47:1 266:3 274:10
wording 166:11
words 27:4 92:3 98:23 151:22 162:16
work 35:11 77:6 77:8 80:10 95:15 116:20 118:9 168:15 266:7 268:13
worked 18:5 243:21 273:15 300:14
working 30:22 80:5 114:14 168:11 227:1
workout 116:22 117:13
works 233:16
worried 110:10
worthy 124:11
wouldn't 38:22 135:13 239:24 262:12 278:9 279:2 292:15 295:11
wrap 59:5
wrapping 212:4
write 53:3 78:15
writes 42:22
writing 108:15 112:18 113:20 144:15 292:3
written 34:16,21 42:19 47:21 78:16 112:22 216:3 224:23 225:7 291:2
wrong 56:9 136:13 138:20 138:24 139:6 148:13 280:24
wrote 48:23 52:12 107:13 117:18 119:14 181:8
WTH-GRJ 10:10

X

X 3:1,9
XI01429 1:18 303:5

Y

yeah 25:17 37:16 43:23 58:14 103:20 119:11 174:13 175:24 251:20 268:24 270:8 284:22 286:18
year 148:11 152:6 219:24
years 105:19,23 107:22 263:17
yell 242:22
Yep 272:16
yesterday 104:11

Z

Z 2:3
Zach 1:14 2:16 3:3 6:12 10:3 11:22 57:15 58:19 59:1 100:14,20 152:12,18 167:19 178:24 186:23 207:3,9 221:19 267:3,9 302:21 303:6 305:15

$

$1 181:14
$1,436,843 156:15
$1,658,668 187:23
$1.4 180:20
$1.6 181:18
$10 188:13
$10-12 127:22
$105,000 203:13
$105,288 203:1
$115 70:16
$115-20,000 203:19
$12.6 220:23
$15,000 203:18
$156,551 205:12
$3.6 181:16
$48 121:11
$768,354 148:6
$77,842.41 202:21
$8.5 119:5 120:9
$84,492 148:1
$85,000 202:19
$892,053 148:21

#

#1 47:4
#2 47:4
#300XI01429 303:21

0

0000127 6:6 170:16
0000138 6:6 170:16
0001881 4:8 86:23
0002502 4:5 76:18
0003046 7:11 213:17
0003974 5:18 158:16
0003978 5:18 158:16
0004116 66:16
0004116 3:24 64:3
0004117 3:24
000417 66:16
0004277 3:22 60:4
0004283 3:22
0005612 7:9 212:22
0005971 3:18 29:17
0006555 4:3 69:17
0006560 4:3
0006700 6:13 179:1
0006701 6:13 179:1
000891 4:10 89:9
0011385 7:5 200:10
0011392 201:3
0011394 204:1

0011396 205:8
0011411 7:6 200:11
0011646 6:17 186:15
0011649 6:18
0011656 6:16 186:14
0011658 6:17
0011660 6:16 186:13
0011661 6:16
0011814 5:21 160:22
0011820 5:21 160:22
0012046 6:19 188:24
0012047 6:20 189:1
0012143 4:17 105:1
0012189 6:23 197:5
0012190 6:23 197:5
0012219 5:3 130:13
0012220 5:3 130:13
0012223 4:23 129:6
0012224 4:23 129:6
0012866 7:18 229:18
0012891 6:14 184:14
0012892 6:14 184:14
0012893 7:14 229:10
0012895 7:15 229:11
0014088 8:10 297:5
0014249 7:4 198:2
0014253 6:21 192:11
0014254 6:21 192:11
0020331 4:21 108:7
0020337 120:21
0020340 122:15
0020342 124:14
0020343 4:21 108:8
0020345 4:19 106:19
0020347 4:19 106:20
0020351 7:22 270:20
0020352 7:23 270:21
0020354 7:23 270:21
0020355 272:10
0020363 7:23 270:22
0020487 7:7 208:2
0020489 5:15 155:23
0020497 5:14 145:2
0020498 5:14 145:2
0020535 5:10 140:1
0020536 5:11 140:2
0020554 4:12 91:8
0020560 4:13
0020655 4:16 101:12
0026137 8:4 289:5,23
0026138 8:4 289:6
004324 3:19 41:19
004326 3:19
004373 3:15 25:6
0050648 7:21 253:5
0050649 7:21 253:6
005181l7 3:21
0051816 3:21 48:4
005830 5:12 142:16
013820 5:6 134:14
013821 5:7 134:14
014731 5:8 135:16
015219 6:3 167:2
015221 6:4 167:3
02 196:20,21 234:23 237:6 246:17 267:21 269:22 272:15 273:21 281:7
03 280:6,8 281:8 290:11 294:14 294:18

1

1 3:12 4:7,9 10:3 13:8,12 43:2 44:13,15 58:19 63:2,8 77:19 77:22 86:21 89:7 92:24 94:1 118:5,7 143:14,22 147:8 282:9,16
1st 92:9 93:8 231:16 237:5 239:15
1,121 70:15
1,744,899 150:10
1:26 152:11
1:35 152:16
1:46 165:13
1:52 165:18
10 4:4 7:10 76:20 77:1,11 121:1 213:16 303:24
10th 142:1 187:16 214:14 221:21 279:7 286:21
10,000 180:23
10:20 115:1
10:44 58:18
10:52 58:24
101 4:15
104 4:17
106 4:18
108 4:20
11 4:6 81:8,13 83:12 202:20 241:19
11th 136:5
11,000 180:23
11.11 177:14
11/6/00 71:16
11:42 100:13
12 3:6 4:7 7:14 67:12,19 83:9 83:11 87:1,6 90:3,10 91:2 149:20 151:14 153:14 157:17 188:14 229:9 241:20
12th 42:6 48:1 71:24 102:5 156:12 231:9 294:14,18 297:21
12-month 149:11 150:14
12:26 100:19
120 215:15
128th 198:24
129 4:22
13 3:12 4:9 89:11,16,21 90:4,6,19 195:7
13th 71:23 161:17 188:21
130 5:3
134 5:4
135 5:8
139 5:9
14 3:13 4:11 48:16 91:10,15 92:11
14th 52:14 54:19
14089 8:10 297:5
142 5:12
145 5:13
15 4:14 5:9 98:1 98:6 139:23
15th 133:24 134:2 138:13 160:5
155 5:15
158 5:16
16 4:15 101:13 101:18 175:21 175:23 218:22 219:7 287:12 288:23
160 5:19

164 5:22
167 6:3
17 4:17 105:2,7
17th 208:15 210:8
170 6:5
172 6:7
178 6:11
18 4:18 106:21 107:2 187:24
1835 1:15 10:17
184 6:14
186 6:15
188 6:19
19 4:20 6:3 108:2,3,9 109:12 112:13 114:7 167:1
19th 95:1 171:19
190 127:17,17
192 6:21
197 6:22
198 7:3
1999 3:17 25:23 26:7 28:10 29:7,16 30:5 40:23 41:9 47:21

2

2 3:13 14:16,20 43:3 45:13,16 46:17 59:1 77:19 78:11 100:14 147:8
2:08 178:16
2:17 178:20
2:30 192:17
2:48 207:2
2:56 207:8
20 4:22 105:19 105:23 108:1 129:7,12,14 149:13,20 150:3,15 151:13,17,24 181:15 182:6 219:19 305:18
200 7:5 188:11 188:20 217:10 217:17 220:18 252:3,5,7 254:2 281:13
2000 4:5 15:10 15:16,22 16:7 17:21 23:21 42:6 47:23 48:1,16 51:7 54:19 70:7 71:23,24 76:13 76:17 77:12 79:10,18 218:5 226:18 227:14
2000-2002 226:3
2001 23:21,22 39:12 64:23,23 201:16 203:16 204:14,24 205:16 264:14 264:18
20016 2:12
2002 4:7,9,11 5:5,9,16,19 6:3 6:10,11,19 7:14,17,20 15:11,22 16:7 17:22 35:19 86:21 89:7 91:6,22 93:8 94:1 95:1 102:6 103:4 104:17 105:14 106:13 114:10 120:15 127:5 129:15 131:4 131:13 134:12 135:1 136:5 139:1,24 142:1 143:4,23 155:10 156:12 157:17 158:13 159:12 160:5 160:19 161:18 163:11 166:11 166:21 167:2 171:19 172:13 178:5,22 179:17 180:4 181:17,20 183:21 187:1,8 187:16 188:24 192:6 194:1 196:15 198:11 202:20 203:17 206:3 208:15 226:19 227:15 229:9,17 231:9 231:17 234:6 237:9 238:1 252:19 253:4 253:20 255:14 256:8,14 257:22 259:7 262:21 274:3 280:19 282:16 297:21 298:2 300:3 301:5,12
2003 7:10 8:4,5 8:6,8 213:16 214:14,20 215:7 216:3 221:21 279:7 279:15 286:22 289:5,7,19,20 293:6,8,16,18
2004 131:10
2005 15:13,16
2007 1:16 10:15 303:24
202.752.1130 2:16
202.752.2713 2:14
205.397.2398 1:23
205.458.5424 2:9
20560 91:8
208 7:7 252:3,5
21 5:3 130:15,20 131:3 133:15 137:1 138:8
212 7:8
213 7:10
22 3:16 5:4 7:19 29:15 134:16 134:21,23 253:3 297:12
22nd 30:5 40:23 253:19 300:3
222 3:7
223 7:12
229 7:13,16
23 5:8 135:19,24 138:17 263:19
2300 1:15
24 5:9 42:24 140:3,8,14 141:13 263:19 263:24
24th 201:16 204:13,24 205:16
24/7 130:9
25 3:14 5:12 8:8 142:19,24 143:2 293:7
25th 293:18
253 7:19
26 5:13 7:17 145:4,9 152:21 154:17 229:16 234:22
26th 196:20
27 5:15 155:24 156:4
27th 198:11
270 7:22
28 4:4 5:16 76:16 158:18 158:23
28th 77:12 79:10
289 8:3
29 3:16 5:19 160:24 161:5 161:14
293 8:6
297 3:6 8:9

3

3 3:14 25:8,12 25:20 39:20 62:22 94:18 100:20 118:1 127:11,11 143:4 147:8 152:12 167:14 192:19 193:14 210:20
3rd 181:17 272:15 298:2 299:7,10
3.6 176:2
3.8 146:15
3:11 222:11
3:14 222:16
3:20 229:2
3:25 229:6
3:30 125:2,4 167:20
3:57 267:1
30 5:22 8:6 165:1,6,22 290:17,24 292:21 293:5
30th 293:16
30(b)(6) 55:18 56:2,6 63:21 77:4 232:1,12 232:18 281:18

282:7 283:15 285:15
3000 2:3
3048 7:11 213:18
31 6:3,10 167:5 167:10,13 172:12
31st 256:14
311 2:3
312.360.6738 2:4
32 6:5 170:18,22
33 6:7 172:15,20 201:12 302:6
34 6:11 179:3,8 181:6
3400 2:8
35 6:14 184:16 184:21 185:1 185:21 186:7
35203 2:8
35209 1:23
36 6:15 186:17 186:22
367B 1:22
37 6:19 189:3,8
38 6:21 192:8,13 196:18,19 197:21,23 198:18 199:12 199:24
39 6:22 196:14 196:16 197:7 197:12 198:22 198:23 199:23
3900 2:12
392 201:6
394 205:17
396 205:18

4

4 3:16 4:11 8:3 29:20 30:1,4 31:17 39:21 91:6 147:8 152:17 207:3 282:11 289:4
4th 91:22 131:10 131:13 181:20 248:14 249:6 289:18
4/12 120:23
4/15/02 137:24 138:4
4/17 122:19
4/19 125:4
4/8/02 137:17
4:00 267:8
4:15 169:11
4:30 119:4 120:7 120:8
4:34 296:14
4:35 296:9
4:42 296:18
4:46 302:20,24
40 7:3 198:3,8 198:10,19,23 199:22 223:5
407-835-6622 115:4
41 3:19 7:5 200:12,16 207:14
4117 64:3
42 7:7 149:9,14 149:17 150:3 208:3,8
420 2:8
4283 60:4
43 7:8 211:24 212:23 213:4
4326 41:19
4377 3:15 25:6
44 7:10 213:20 214:1 279:6 286:21
45 7:12 177:12 223:13,17,21 253:14
46 7:13 229:12 230:1,21 233:4
47 7:16 174:2,12 174:17 229:20 230:3,21 233:4 234:17 235:21 270:3,4
47s 174:14
48 3:20 7:19 253:7,12 270:5 270:7,9,15,17 300:1,2
49 7:22 186:16 270:10,12,23

5

5 3:19 39:22 41:21 42:2,5 45:14 47:23 59:6 207:9 254:17 267:2
5th 129:15
5/10/02 187:18
5:00 266:18
5:05-cv-00260 1:6 10:9
50 8:3 289:9,17
51 8:6 293:10,14
510 127:21
51817 48:4
52 8:9 272:6 296:23 297:7 297:13,14,15
54 272:6
58 186:14
58520 199:14
5976 3:18 29:18

6

6 3:20 39:20,22 48:6,11,14 52:10 93:14 106:13 199:2 267:9 302:21
6th 25:23 70:7 72:19 94:17 105:14
60 3:22 72:11 113:23 114:5 291:16,19 292:21
60-day 291:11
60606 2:4
61 186:13
64 3:23
6560 69:17
680 198:24
69 4:3

7

7 1:16 3:22 8:5 60:6,11,16,23 62:6 63:5 67:12 68:6 289:6
7th 10:15 94:16 127:5 131:4 289:19
76 4:4

8

8 3:23 5:5,16,19 64:5,10 65:8 65:21 66:14 68:22 132:6,13 134:12 158:13 160:19
8th 109:3 113:17 135:1 159:11
81 4:6
86 4:7
89 4:9

9

9 4:3 6:11 69:19 69:23 76:9 178:22
9th 114:10 146:8 183:21
9:54 1:17
902(11) 224:4
91 4:11
9260 199:11
97 4:14

1 IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
2 OCALA DIVISIONS
3
4 TAYLOR, BEAN & WHITAKER :
MORTGAGE CORPORATION, a :
5 Florida corporation, :
:
6 Plaintiff, : No. 5:05-cv-00260
:
7 -v- :
:
8 GMAC MORTGAGE, LLC, a :
Delaware limited liability:
9 company, :
:
10 Defendant. :
11
12
13 Transcript of the videotaped deposition
14 testimony of ZACH OPPENHEIMER held at the offices of
15 FNMA, 1835 Market Street, Suite 2300, Philadelphia,
16 Pennsylvania, on Wednesday, November 7, 2007,
17 commencing at 9:54 a.m., as taken by and before
18 (b) (7)(C), CRR, CLR, CCP, CCR #XI01429.
19
20
21 - - - -
22 FREEDOM COURT REPORTING
367B Valley Avenue
23 Birmingham, Alabama 35209
205.397.2398
24

1 A P P E A R A N C E S:
2
FREEBORN & PETERS, LLP
3 BY: (b) (7)(C) ESQUIRE
311 South Wacker Drive, Suite 3000
4 Chicago, Illinois 60606
(b) (7)(C)
5 (b) (7)(C)
Counsel for the Plaintiff
6
7 BURR FORMAN, LLP
BY: (b) (7)(C), ESQUIRE
8 420 North Twentieth Street, Suite 3400
Birmingham, Alabama 35203
9 (b) (7)(C)
(b) (7)(C)
10 Counsel for the Defendant
11
FANNIE MAE LEGAL DEPARTMENT
12 3900 Wisconsin Avenue, N.W.
Washington, D.C. 20016
13 BY: (b) (7)(C) ESQUIRE
14 (b) (7)(C)
-and-
15 (b) (7)(C) ESQUIRE
16 (b) (7)(C)
Counsel for the Deponent, (b) (7)(C)
17
18
19 ALSO PRESENT:
20
21 (b) (7)(C), Videographer
22
23
24

1 - - -

I N D E X

2 - - -

3 WITNESS: ZACH OPPENHEIMER

4

EXAMINATION	PAGE
5	
6 BY MR. (b) (7)(C)	12, 297
7 BY MR. [redacted]	222

8

9 - - -

E X H I B I T S

10 - - -

11 OPPENHEIMER EXHIBIT NO.	DESCRIPTION	PAGE
12		
1	Subpoena	13
13		
2	Executive Biography	14
14		
3	Email with attached memorandum, Bates Nos. FNM-TBW 004373 through 4377	25
15		
16		
4	Letter dated December 22, 1999, to Lee Farkas from (b) (7)(C), Bates Nos. FNM-TBW 0005971 through 5976	29
17		
18		
19 5	Email, Bates Nos. FNM-TBW 004324 through 004326	41
20		
6	Email, Bates Nos. FNM-TBW 0051816 and 0051817	48
21		
22 7	Email, Bates Nos. FNM-TBW 0004277 through 0004283	60
23		
8	Email, Bates Nos. FNM-TBW 0004116 and 0004117	64
24		

EXHIBITS, CONTINUED:

NO.	DESCRIPTION	PAGE
9	Email, Bates Nos. FNM-TBW 0006555 through 0006560	69
10	Letter dated November 28, 2000, to (b)(7)(C) from Farkas, Bates No. FNM-TBW 0002502	76
11	All Regs Online Document	81
12	Letter dated April 1, 2002, to Farkas from (b)(7)(C) Bates No. FNM-TBW 0001881	86
13	Letter dated April 1, 2002, to Farkas from (b)(7)(C) Bates No. FNM-TBW 000891	89
14	Letter dated April 4, 2002 to Farkas from (b)(7)(C) Nos. FNM-TBW 0020554 through 0020560	91
15	Acknowledgement, Bates No. RFC014637 Confidential	97
16	Email, Bates No. FNM-TBW 0020655	101
17	Email, Bates No. FNM-TBW 0012143	104
18	Summary of Events, Bates Nos. FNM-TBW 0020345 through 0020347	106
19	Handwritten notes, Bates Nos. FNM-TBW 0020331 through 0020343	108
20	Email, Bates Nos. FNM-TBW 0012223 and 0012224	129

EXHIBITS, CONTINUED:

NO.	DESCRIPTION	PAGE
21	Email, Bates Nos. FNM-TBW 0012219 and 0012220	130
22	Fax Transmittal Sheet with handwritten notes, attached letter dated April 8, 2002, to Kissick from Oppenheimer, Bates Nos. RFC 013820 and 013821 Confidential	134
23	Email, Bates No. RFC 014731 Confidential	135
24	Letter dated April 15, 2002, to Oppenheimer from Kissick, Bates Nos. FNM-TBW 0020535 and 0020536	139
25	Email, Bates No. RFC 005830 Confidential	142
26	Email, Bates Nos. FNM-TBW 0020497 and 0020498	145
27	Email, Bates Nos. FNM-TBW 0020489	155
28	Letter dated May 8, 2002, to Farkas from (b)(7)(C) with attachment, Bates Nos. FNM-TBW 0003974 through 0003978	158
29	Letter dated May 8, 2002, to Farkas from (b)(7)(C) with attachment, Bates Nos. FNM-TBW 0011814 through 0011820	160
30	- PRIVILEGE ASSERTED - Exhibit retained by Counsel	164

EXHIBITS, CONTINUED:

NO.	DESCRIPTION	PAGE
31	GMAC Memo dated April 19, 2002, Bates Nos. RFC 015219 through 015221 Confidential	167
32	Fax Transmittals, Servicing Sale Offering, Bates Nos. FNM-TBW 0000127 through 0000138	170
33	Purchase and Sale Agreement between Taylor, Bean & Whitaker Mortgage Corporation and GMAC Mortgage Corporation dated May 31, 2002, Final Execution Copy	172
34	Memo dated April 9, 2002, to (b) (7)(C) from Zach Oppenheimer, Bates Nos. FNM-TBW 0006700 and 0006701	178
35	Email, Bates Nos. FNM-TBW 0012891 and 0012892	184
36	Series of emails, Bates Nos. FNM-TBW 0011660 and 0011661, Bates Nos. FNM-TBW 0011656 through 0011658, Bates Nos. FNM-TBW 0011646 through 0011649	186
37	Draft Memorandum, June 2002, Bates Nos. FNM-TBW 0012046 and 0012047	188
38	Email, Bates Nos. FNM-TBW 0014253 and 0014254	192
39	List, Bates Nos. FNM-TBW 0012189 and 0012190	197

1

EXHIBITS, CONTINUED:

2

NO.	DESCRIPTION	PAGE
40	Email, Bates No. FNM-TBW 0014249	198
41	Loan Information documents, Bates Nos. FNM-TBW 0011385 through 0011411	200
42	Email, Bates Nos. FNM-TBW 0020487	208
43	Email, Bates No. FNM-TBW 0005612	212
44	Memorandum dated November 10, 2003, to Oppenheimer from Smith, Bates Nos. FNM-TBW 0003046 through 3048	213
45	Various file documents	223
46	Clayton Preliminary Draft Report dated April 12, 2002, Bates Nos. FNM-TBW 0012893 through 0012895	229
47	Update on Clayton Group Due Diligence for Taylor, Bean & Whitaker Deliveries, April 26, 2002, Bates Nos. FNM-TBW0012864 through 0012866	229
48	Memorandum dated May 22, 2002, to Howland from McGonigle, Bates Nos. FNM-TBW 0050648 and 0050649	253
49	Handwritten notes, Bates Nos. FNM-TBW 0020351 through 0020352 and 0020354 through 0020363	270

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

EXHIBITS, CONTINUED:

NO.	DESCRIPTION	PAGE
50	Letter dated February 4, 2003, Bates Nos. FNM-TBW 0026137 and 0026138; Letter dated May 7, 2003, Bates No. GMACM0000563	289
51	Letter dated April 30, 2003, to (b) (7)(C) (b) (7)(C) Letter dated October 25, 2003, to (b) (7)(C) from (b) (7)(C)	293
52	Email Bates Nos. FNM-TBW 0014088 and 14089	297

1 - - -

2 DEPOSITION SUPPORT INDEX

3 - - -

4

5 Direction to Witness Not to Answer

6 Page Line Page Line Page Line

7 None

8

9

10 Request for Production of Documents

11 Page Line Page Line Page Line

12 None

13

14

15 Stipulations

16 Page Line Page Line Page Line

17 None

18

19

20 Question Marked

21 Page Line Page Line Page Line

22 None

23

24

1 THE VIDEOGRAPHER: Good
2 morning. This begins Videotape
3 No. 1 in the deposition of Zach
4 Oppenheimer in the matter of
5 Taylor, Bean & Whitaker Mortgage
6 Corporation, a Florida
7 corporation, versus GMAC Mortgage,
8 LLC, a Delaware limited liability
9 company, Case No. 5:05-cv-00260-
10 WTH-GRJ, in the United States
11 District Court for the Middle
12 District of Florida, Ocala
13 Division.
14 We are on the record on
15 November 7th, 2007. This
16 deposition is taking place at
17 Fannie Mae, 1835 Market Street, in
18 Philadelphia, Pennsylvania.
19 My name is (b) (7)(C)
20 representing Freedom Court
21 Reporting.
22 Will counsel please identify
23 themselves and state whom you
24 represent.

(b) (7)(C) [redacted] [redacted] [redacted]
with Burr & Forman, GMAC.

(b) (7)(C) [redacted] I'm going to wait for the mic to get down here.

(b) (7)(C) [redacted] [redacted] [redacted]
with Fannie Mae.

(b) (7)(C) [redacted] [redacted] [redacted]
Fannie Mae.

(b) (7)(C) [redacted]: Did you have more to go? Because I can use (b) (7)(C).

(b) (7)(C) [redacted] representing Taylor, Bean & Whitaker.

And could I request the court reporter or the videographer maintain the time for the deposition, please.

THE VIDEOGRAPHER: Will the court reporter please administer the oath.

- - -

ZACH OPPENHEIMER, having been first duly sworn, was examined and testified as follows:

1 - - -

2 EXAMINATION

3 - - -

4 (b) (7)(C) [redacted] [redacted]:

5 Q. Good morning,

6 (b) (7)(C) [redacted].

7 A. Good morning.

8 Q. My name is (b) (7)(C) [redacted],

9 and I represent GMAC in the lawsuit that

10 we're here about today. Just a few

11 ground rules for our deposition.

12 If at any time you don't

13 understand one of my questions, please

14 just ask me to rephrase it or ask me to

15 repeat it again, and I'll be glad to do

16 so. All right?

17 A. Yes.

18 Q. All your answers have to be

19 verbal, please. No head nods or

20 "uh-huhs," or things of that nature, so

21 we get a nice, clean record of your

22 responses, please.

23 A. Okay.

24 Q. If at any time you want to

1 take a break, just, if I've asked you a
2 question, just answer that question, and
3 I'll be glad for you to take a break
4 whenever you like.
5 A. Thank you.
6 Q. Now, then, I want to show
7 you what is being marked as Oppenheimer
8 Exhibit No. 1.
9 - - -
10 (Subpoena, marked for
11 identification as Oppenheimer
12 Exhibit No. 1.)
13 - - -
14 BY (b) (7)(C) [redacted]:
15 Q. And this is just your
16 deposition notice in this matter,
17 Mr. Oppenheimer. Okay?
18 A. Yes.
19 Q. And you understand today
20 that you are here both as an individual
21 and as a corporate representative for
22 Fannie Mae?
23 A. Yes.
24 Q. I'm going to begin by asking

you individual questions. Hopefully, at the end, my goal is, is that your individual questions may not differ that much from your corporate representative questions.

A. Okay.

Q. I've previously discussed this issue with your counsel, and that way that we can limit the time as to your availability and your schedule. Okay. Is that all right?

A. Yes, it is. Thank you.

- - -

(Executive Biography, marked for identification as Oppenheimer Exhibit No. 2.)

- - -

(b) (7)(C) [redacted] [redacted] [redacted]:

Q. I'm going to show you what has been marked as Oppenheimer No. 2. And do you recognize this as your biography?

A. Yes, it's my biographical sketch.

1 Q. And your counsel provided
2 this to us from Fannie Mae's website; is
3 that correct?
4 A. Correct.
5 Q. Is everything on this page
6 current?
7 A. Yes, it is.
8 Q. Okay. It lists your current
9 responsibilities in the middle. The time
10 frame of this lawsuit is between 2000 and
11 2002, for purposes of what we're here for
12 today, though the lawsuit was filed in
13 2005.
14 Have your responsibilities
15 differed any during that time period,
16 from 2000 to 2005?
17 A. My responsibilities have
18 expanded since that period of time to
19 today.
20 Q. Okay. Could you -- just so
21 we have a good understanding, what were
22 your responsibilities in 2000 to 2002?
23 A. My responsibilities were
24 more limited in that I had fewer

1 customers and a smaller geographic
2 territory than I do today.
3 Q. Do you recall what your
4 geographic territory was during that time
5 period?
6 A. Which time period?
7 Q. 2000 to 2002.
8 A. Yes. Primarily, the
9 northeastern United States and the
10 southeastern United States.
11 Q. And during that time period,
12 was one of your clients Taylor, Bean &
13 Whitaker?
14 A. Yes.
15 Q. What type of relationship
16 did you, personally, have with Taylor,
17 Bean & Whitaker?
18 A. Can you explain?
19 Q. What was your -- what was
20 your individual relationship with Taylor,
21 Bean & Whitaker as the senior vice
22 president?
23 A. I was responsible for the
24 customer relationship between Fannie Mae

1 and Taylor, Bean & Whitaker, and managing
2 that relationship.
3 Q. And if you would, could you
4 explain to me, in your view or in Fannie
5 Mae's view, what that entailed?
6 A. Sure. That includes
7 managing the selling of loans to Fannie
8 Mae; the overall servicing relationship
9 of loans that have been sold and are
10 serviced for Fannie Mae; and a variety of
11 activities related to both the selling
12 and the servicing functions.
13 Q. And just for some context,
14 did you have direct contact with Fannie
15 Mae employees or management?
16 A. With Fannie Mae employees?
17 Q. Excuse me. With Taylor
18 Bean. I apologize.
19 A. Yes.
20 Q. Okay. How often? Was it a
21 regular routine interaction from 2000 to
22 2002?
23 (b) (7)(C) [redacted] Objection to form.
24 THE WITNESS: Infrequent

1 interaction directly with the
2 staff and management of Taylor,
3 Bean & Whitaker.
4 (b) (7)(C) [redacted] [redacted] [redacted]:
5 Q. Who else worked with you,
6 either in Philadelphia or in a regional
7 office, with Taylor, Bean & Whitaker on
8 behalf of Fannie Mae?
9 A. We had an account team based
10 in Atlanta that was responsible for
11 managing the day-to-day relationship with
12 Taylor, Bean & Whitaker. That account
13 team included several people, both in
14 what we call our marketing group, as well
15 as our operations group.
16 Q. In your operations group, do
17 you recall who was responsible for
18 day-to-day interaction with Taylor Bean?
19 A. The primary officer for that
20 relationship would be (b) (7)(C) [redacted].
21 Q. And do you recall
22 (b) (7)(C) [redacted] title at that time?
23 A. At that time, he was Vice
24 President for Quality Control and

1 Operations, I believe.
2 Q. It's my understanding
3 (b) (7)(C) [redacted]
4 A. That is correct.
5 Q. Do you know where he is now?
6 A. No.
7 Q. Do you recall or do you know
8 how frequent (b) (7)(C) [redacted] interaction was
9 with Taylor Bean?
10 A. I believe they were -- his
11 interactions were pretty regular.
12 Q. And did you know or do you
13 know now what his -- as Vice President of
14 QC and Operations, what he would do with
15 TBW?
16 A. Yes. He would be
17 responsible for the overall management of
18 credit risk, operational risk, counter
19 party risk, and a variety of other
20 quality control functions associated with
21 our relationship with Taylor, Bean &
22 Whitaker.
23 Q. And just if you could, for
24 some more context, please, credit risk,

1 could you define what that area would
2 involve?
3 A. Sure. That would include
4 the credit quality, the monitoring and
5 management of the credit quality of the
6 loans that Fannie Mae was either
7 purchasing or securitizing. Credit risk
8 includes underwriting, credit
9 documentation.
10 Q. Okay. With regard to
11 operations risk, please, sir.
12 A. Operations risk would
13 include the accounting, remitting,
14 reporting of funds to Fannie Mae, the
15 management of custodial files, custodial
16 funds, and other operational functions
17 that are associated with a relationship
18 with Fannie Mae.
19 Q. Mr. Oppenheimer, if you
20 would, just so we could back up a little
21 bit, as we dig down into -- I would like
22 you to explain, if you can, the overall
23 operation of Fannie Mae, kind of a
24 goal-oriented, and why it would seek to

1 do business with someone in the industry
2 like Taylor Bean.
3 A. Sure. Fannie Mae is an
4 investor in the secondary mortgage
5 market. We buy loans and we securitize
6 loans that are originated by our
7 customers. Our business model is based
8 on a foundation of guidelines that are
9 all incorporated into our contracts with
10 our customers that set certain standards
11 for performance with regard to the
12 relationship that we have with our
13 customers.
14 Why would we want to do
15 business with Taylor, Bean & Whitaker?
16 Taylor, Bean & Whitaker was a relatively
17 large originator of residential mortgage
18 loans, and Fannie Mae's relationship was
19 designed to be of mutual benefit, where
20 the delivery of loans from Taylor, Bean &
21 Whitaker brought value to us, and we, in
22 turn, provided value to Taylor, Bean &
23 Whitaker with a variety of products and
24 services that are offered to -- to our

1 customers, including capital and
2 liquidity.
3 Q. Just for more background,
4 Fannie Mae does not originate loans?
5 A. Correct. We do not
6 originate loans, nor do we service loans.
7 Our customers originate and sell to us
8 and our customers service for us the
9 loans we have purchased or securitized.
10 Q. And since Fannie Mae doesn't
11 originate nor service, it is interested,
12 financially, in maintaining relationships
13 with its client; is that correct?
14 A. Yes.
15 (b) (7)(C) [redacted] Objection to form.
16 Mr. Oppenheimer, just for
17 the record, throughout the
18 questioning today, there may be
19 objections posed either by myself
20 or your attorney. Unless your
21 attorney instructs you otherwise,
22 feel free to go ahead and answer
23 the question, if you can.
24 THE WITNESS: Okay.

1 (b) (7)(C) [redacted]: But that's really
2 -- the objections are really
3 mostly for the record, so that
4 later on, if there's a dispute
5 between the attorneys about how
6 your testimony will be used, we
7 can decide that at a later point.
8 THE WITNESS: Thank you.
9 BY (b) (7)(C) [redacted]:
10 Q. Let me ask it this way.
11 Does Fannie Mae have an interest in
12 maintaining good relationships with its
13 clients?
14 A. Yes, Fannie Mae has an
15 interest in maintaining good
16 relationships with our customers.
17 Q. When did you, personally,
18 first become involved with Taylor, Bean &
19 Whitaker? Do you recall?
20 A. I don't know exactly, but it
21 was probably in 2001 or early 2000 --
22 excuse me. 2001.
23 Q. And do you recall what the
24 reason -- why you, personally, became

1 involved?
2 A. Well, my first meeting that
3 I can recall with Taylor, Bean &
4 Whitaker, which took place in our Atlanta
5 office, was scheduled to discuss quality
6 control problems that we were
7 experiencing with Taylor, Bean & Whitaker
8 at the time.
9 Q. And do you recall what
10 happened at that meeting?
11 A. Yes. Basically, we reviewed
12 our experience, expressed our concerns,
13 and were provided with remediation plans
14 from the participants from Taylor, Bean &
15 Whitaker who were in attendance at that
16 meeting.
17 Q. Do you recall who on behalf
18 of Taylor, Bean & Whitaker was there?
19 A. I don't remember.
20 Q. As far as Fannie Mae
21 overall, do you recall when Fannie Mae
22 began its business relationship with
23 Taylor, Bean & Whitaker?
24 A. It was before my

1 responsibility for covering Taylor, Bean
2 & Whitaker, and I don't recall the date.
3 - - -
4 (Email with attached
5 memorandum, Bates Nos. FNM-TBW
6 004373 through 4377, marked for
7 identification as Oppenheimer
8 Exhibit No. 3.)
9 - - -
10 BY (b) (7)(C) [redacted]:
11 Q. I'm now showing you what has
12 been marked as Oppenheimer Exhibit No. 3,
13 and I ask, if you would, just take a
14 moment to look at that.
15 (b) (7)(C) [redacted]: Can I have my
16 own copy?
17 (b) (7)(C) [redacted]: Yeah.
18 THE WITNESS: Okay.
19 BY (b) (7)(C) [redacted]:
20 Q. Oppenheimer No. 3, the first
21 part of it is an email, and the
22 attachment has a memorandum, dated
23 October 6th, 1999, from (b) (7)(C) [redacted] to
24 (b) (7)(C) [redacted]; is that correct?

1 A. Yes, that's correct.
2 Q. And my inquiry is not with
3 the specifics of what's inside, but it
4 appears to be, over the course in
5 reviewing this memorandum, that Fannie
6 Mae had three visits with TBW during
7 1999, as indicated on the second page of
8 the exhibit: February, July, and then
9 the current one in November.
10 Do you see that,
11 Mr. Oppenheimer?
12 A. Yes, I do.
13 Q. Okay. Is that common
14 practice for Fannie Mae?
15 (b) (7)(C) [redacted]: Objection to form.
16 THE WITNESS: It's common
17 for us to interact with our
18 customers as frequently or more
19 frequently than what's depicted
20 here.
21 BY (b) (7)(C) [redacted]:
22 Q. So is there a set standard
23 for Fannie Mae to visit and/or audit
24 their customers?

1 A. There is. We have a variety
2 of interactions with our customers that
3 are focused on operational audit, in your
4 words, reviews of our customers.
5 Q. My question is: The very
6 last sentence of this document says,
7 "They feel that the overall rating of the
8 audit will be on the low end of a high
9 risk rating."
10 Did I read that correctly?
11 A. Yes.
12 Q. Okay. In your
13 interpretation as the senior vice
14 president, what would that mean to Fannie
15 Mae, that comment?
16 MR. LEE: Objection to form.
17 Foundation.
18 THE WITNESS: That comment
19 would suggest that there are
20 significant deficiencies that
21 would be reflected in an audit
22 review and summarized at a
23 relatively high risk rating.
24 BY (b)(7)(C) [redacted]:

1 Q. Could you explain to me,
2 what are the different levels of risk
3 rating?
4 A. Sure. We have three general
5 levels of risk rating: low, medium and
6 high.
7 Q. What would be Fannie Mae's
8 response to a high risk rating, such as
9 the one that Taylor Bean received in
10 1999?
11 (b) (7)(C) [redacted] Objection to form.
12 THE WITNESS: Based on the
13 nature of the deficiencies
14 reflected in the audit, our
15 response would -- could include
16 additional monitoring,
17 supervision, oversight, continuous
18 review of controls, procedures.
19 BY (b) (7)(C) [redacted]:
20 Q. Do you know if that
21 happened in this case?
22 A. Plans.
23 Q. I'm sorry. Please continue.
24 I didn't mean to --

1 COURT REPORTER: Plans...
2 THE WITNESS: Plans for
3 remediation.
4 BY (b) (7)(C) [redacted]:
5 Q. Do you know if those, or do
6 you know what took place after this audit
7 in 1999?
8 A. Yes. There were a variety
9 of activities, including some that I've
10 just mentioned, that included more
11 oversight and review of the operations of
12 Taylor, Bean & Whitaker.
13 Q. All right.
14 - - -
15 (Letter dated December 22,
16 1999, to Lee Farkas from (b) (7)(C)
17 (b) (7)(C) Bates Nos. FNM-TBW 0005971
18 through 5976, marked for
19 identification as Oppenheimer
20 Exhibit No. 4.)
21 - - -
22 BY (b) (7)(C) [redacted]
23 Q. Mr. Oppenheimer, I'm now
24 showing you what is being marked as

1 Oppenheimer No. 4, and ask you to take a
2 look at that.
3 A. Okay.
4 Q. Oppenheimer No. 4 is a
5 December 22nd, 1999, letter from (b) (7)(C)
6 (b) (7)(C) to Lee Farkas. Just for the
7 record, do you know who Lee Farkas is?
8 A. Yes, I do.
9 Q. Okay. And who is that,
10 please?
11 A. He is the CEO of Taylor,
12 Bean & Whitaker.
13 Q. And just for some context
14 and background, there are some people
15 that are bcc'd on the second page,
16 Mr. Oppenheimer?
17 A. Yes.
18 Q. Could you, just for some
19 background, tell me who (b) (7)(C) [redacted] is,
20 (b) (7)(C) [redacted]?
21 A. (b) (7)(C) [redacted] was our
22 Director of Loan Servicing, working for
23 (b) (7)(C) and responsible for the
24 servicing functions.

1 Q. Okay. (b) (7)(C) [redacted] was?
2 A. The vice president for this
3 group.
4 Q. Right.
5 A. (b) (7)(C) [redacted], Servicing
6 Manager, a direct report of (b) (7)(C)
7 (b) (7)(C) in our servicing area. (b) (7)(C)
8 (b) (7)(C) a servicing consultant, a staff
9 member of (b) (7)(C) [redacted], also responsible
10 for more day-to-day servicing functions.
11 And (b) (7)(C) [redacted], a customer account
12 manager. (b) (7)(C) would have been in our
13 marketing division, responsible for the
14 marketing relationship between Fannie Mae
15 and Taylor, Bean & Whitaker.
16 Q. In this Oppenheimer Exhibit
17 No. 4, the two bullet points that are
18 listed on the first page of the document
19 with the paragraph preceding it, open
20 quote: "Based on our review, although
21 financially sound -- although TBW is
22 financially sound, we noted numerous
23 control weaknesses, primary over cash,
24 that render TBW marginally capable to

1 effectively service Fannie Mae loans. We
2 noted the following deficiencies."
3 Is this type of document
4 something that would routinely occur by
5 Fannie Mae after an audit?
6 (b) (7)(C) [redacted]: Objection to form.
7 THE WITNESS: The format of
8 this document is completely
9 routine. The content would be
10 customized to reflect the nature
11 of the audit findings.
12 BY (b) (7)(C) [redacted]:
13 Q. I guess my question is, what
14 this document proposes as far as form,
15 this is a stand -- is this a standard
16 operation of Fannie Mae to audit their
17 customers and clients to make sure that
18 their quality and control and the other
19 issues that you've --
20 A. Yes, it is.
21 Q. -- enumerated earlier are in
22 place?
23 A. I'm sorry. Yes, it is.
24 Q. Okay. These first two

1 bullets points, specifically the first
2 one, "Control weakness[es] over cash
3 processing and custodial accounting
4 relat[ed] to: delays in depositing and
5 remitting Fannie Mae funds," could you
6 provide me some context to which Taylor
7 Bean would remit funds back to Fannie
8 Mae, please?
9 A. Sure.
10 (b) (7)(C) [redacted]: Objection to form.
11 THE WITNESS: Fannie Mae
12 requires our customers to collect
13 borrower payments on the loans
14 that are being serviced for Fannie
15 Mae, and then, in turn, to remit
16 those payments to Fannie Mae on a
17 regular basis, and it varies based
18 upon which servicing system we're
19 referring to.
20 But the requirement is that
21 the funds be collected, deposited,
22 accounted for, remitted, and
23 reported to us within prescribed
24 timelines and in a certain orderly

1 process.
2 BY (b) (7)(C) [redacted]:
3 Q. And would those, that
4 orderly process and timelines, would that
5 be unique to somebody as TBW, or would it
6 be industry wide?
7 A. It would be an industry-wide
8 standard that's required of all of our
9 servicers.
10 Q. Mr. Oppenheimer, I would
11 like to invite your attention to the
12 second bullet point, and it says, and I
13 quote: "Issues concerning servicing
14 capability relating to TBW's
15 unfamiliarity with Fannie Mae
16 requirements, lack of written internal
17 procedures, and lack of a reliable
18 servicing system."
19 Are you familiar with
20 (b) (7)(C) [redacted] comments as to the lack of
21 written internal procedures that he
22 mentions here?
23 (b) (7)(C): Objection to form,
24 foundation.

1 THE WITNESS: I'm familiar
2 with what I've read, yes.
3 BY (b) (7)(C) [redacted]:
4 Q. Do you know what internal
5 procedures were lacking at that time
6 period?
7 A. I don't have the detail.
8 Q. Okay. On the next page, the
9 first full paragraph, it says: (b) (7)(C)
10 (b) (7)(C) Fannie Mae Servicing Consultant,
11 has been assigned to work closely with
12 your staff to review account
13 reconciliations and to monitor the
14 implementation of the corrective actions
15 you['ve] agreed to take."
16 Do you know if (b) (7)(C) [redacted]
17 maintained this relationship with TBW as
18 the Fannie Mae's servicing consultant
19 until TBA's termination in 2002?
20 A. Yes, she did.
21 Q. On the third, fourth, and
22 fifth page of this document, and sixth
23 page, there are observations that are
24 attached. And based upon -- it says the

1 audit disclosed the following
2 deficiencies. Would this type of
3 observations listed also be a standard
4 operating procedure as far as listing the
5 observations from an audit from Fannie
6 Mae?
7 A. Yes, that procedure would be
8 standard.
9 Q. On the second page of the
10 observations, I believe it's the fourth
11 page overall of the exhibit, itself, it
12 discusses account tilting. Could you
13 explain to me, if you know, what that is?
14 A. Titling.
15 Q. Titling. I'm sorry.
16 (b) (7)(C) [redacted]: You're
17 referring to the last bullet
18 point.
19 (b) (7)(C) [redacted]: The last bullet
20 point.
21 THE WITNESS: The very last
22 bullet point.
23 I'm sorry. It's account
24 titling.

1

2 (b) (7)(C) [redacted]: And you want him

3 to -- you're asking him generally?

4 (b) (7)(C) [redacted]: Generally.

5 THE WITNESS: This refers to

6 the way in which the custodial

7 accounts were titled with the

8 depositories on which they were

9 on, on account. So this is the

10 titling of Fannie Mae custodial

11 accounts. I believe that's the

12 reference here.

13 Q. Why are --

14 A. These are bank accounts.

15 I'm sorry.

16 Q. Why -- yeah. Thank you. I

17 wasn't being articulate in my

18 questioning.

19 Why would that be important

20 to title these bank accounts correctly?

21 A. It's important because we

22 require the titling to reflect that the

23 funds are on deposit for Fannie Mae in

24 the event of a failure of the servicer,

1 or for any other reason that we would
2 need access to those funds, the titling
3 of those accounts becomes very important
4 for us to access our money.
5 Q. So is it also to make sure
6 there's not a co-mingling of funds --
7 (b) (7)(C) [redacted]: Objection to the
8 form.
9 BY (b) (7)(C) [redacted]:
10 Q. -- between multiple
11 accounts?
12 A. Can you clarify your
13 question?
14 Q. If accounts are titled
15 correctly, then Fannie Mae would know
16 which fund is exactly theirs; is that
17 correct?
18 (b) (7)(C) [redacted]: Objection to form.
19 THE WITNESS: We have within
20 our custodial funds a co-mingling
21 of monies that come from multiple
22 borrowers. But we wouldn't expect
23 there to be a co-mingling of funds
24 in any of our accounts that

1 includes funds that are owed to
2 other investors.
3 BY (b) (7)(C) [redacted]:
4 Q. That's -- that's what I --
5 thank you.
6 And then beneath that, it
7 says, underneath "Account Titling," it
8 says: "Mr. Farkas agreed to immediately
9 correct all of the above items."
10 A. Yes, I see that.
11 Q. Is that correct? And do you
12 recall now if Mr. Farkas was at your 2001
13 meeting in Atlanta?
14 A. I don't recall.
15 Q. Okay.
16 A. I don't remember the
17 participants who represented Taylor, Bean
18 & Whitaker at that meeting.
19 Q. And then finally, with
20 number 6, which is on page 3 and rolls
21 over to number 4, of the observations,
22 which I think is 5 and 6 of the exhibit
23 as a whole, it deals with default
24 management.

1 Generally, why would Fannie
2 Mae be interested in Taylor, Bean &
3 Whitaker's default management?
4 A. The area of default
5 management is responsible for collection
6 activities on delinquent accounts. It's
7 very important for us that a servicer
8 maintain proper controls and adequately
9 address delinquent loans that are in our
10 portfolio.
11 Q. And on the last page of
12 this, the final sentence says:
13 "Mr. Farkas agreed to ensure that TBW
14 performs and documents appropriate
15 default management procedures on all
16 Fannie Mae loans through all stages of
17 default."
18 Did I read that correctly?
19 (b) (7)(C) [redacted]: Objection to form.
20 THE WITNESS: Yes, you did.
21 BY (b) (7)(C) [redacted]:
22 Q. And based on your knowledge,
23 from December 22nd, 1999, did TBW perform
24 and document all appropriate default

management procedures on all Fannie Mae loans throughout all stages of default from that point forward?

(b) (7)(C) [redacted]: Objection to form, foundation.

THE WITNESS: I don't know. I can tell you that there was a period of time subsequent to December 1999 that they may have responded to this document with documents that I'm not familiar with.

BY (b) (7)(C) [redacted]:

Q. Okay.

A. So I can't really answer the question.

- - -

(Email, Bates Nos. FNM-TBW 004324 through 4326, marked for identification as Oppenheimer Exhibit No. 5.)

- - -

BY (b) (7)(C) [redacted]:

Q. Mr. Oppenheimer, I'm now

1 showing you what has been marked as
2 Oppenheimer Exhibit No. 5, and ask you to
3 take a moment to look at that, please.
4 Mr. Oppenheimer, Exhibit No.
5 5 is an email that begins Wednesday,
6 January 12th, 2000, from (b) (7)(C) [redacted],
7 and we've previously identified (b) (7)(C)
8 (b) (7)(C) and her relationship with TBW as
9 -- what was it again?
10 A. She's a servicing
11 consultant.
12 Q. In laymen's terms, what
13 would that mean to TBW?
14 A. She would be the person at
15 Fannie Mae who would be responsible for
16 day-to-day interactions regarding their
17 servicing portfolio.
18 Q. With this, underneath, and
19 she has written it back to numerous
20 people, including (b) (7)(C) [redacted] and (b) (7)(C) [redacted]
21 who I think we've identified previously
22 in other documents. (b) (7)(C) [redacted] writes
23 about two incidents that he's concerned
24 about that happened in the last 24 hours.

1 Have you had an opportunity
2 to read those two that are marked, 1 and
3 2?
4 A. Yes.
5 Q. Okay. The first one says:
6 "TBW's warehouse bank called Washington
7 to have a loan removed from an ASAP
8 pool."
9 Just for some background,
10 what would be an ASAP pool?
11 A. Fannie Mae has a program
12 referred to as "ASAP" or "as soon as
13 pooled" that provides for the early
14 funding of loans that are destined to be
15 pooled into mortgage-backed securities
16 with Fannie Mae.
17 Q. Again, in laymen's terms,
18 would it be as soon as someone's
19 identified as possibly qualifying for a
20 loan that would be sold to Fannie Mae,
21 they could be placed into this pool, into
22 this gestation?
23 A. Yeah. Better way to think
24 of it is an early delivery of a loan that

is going to be pooled at a later date into a mortgage-backed security for which funding is provided by Fannie Mae for that delivery.

Q. Okay.

(b) (7)(C) [redacted]: (b) (7)(C) [redacted], can I have a standing objection to your use and reading of parts of this document?

(b) (7)(C) [redacted]: Sure.

BY (b) (7)(C) [redacted]:

Q. This third sentence in that number 1, if you could read that for me, Mr. Oppenheimer, third sentence, number 1, beginning with "the bank."

A. "The bank reported that they discovered that the same loan had been sold to Freddie Mac by TBW a couple of months ago."

Q. Okay. Why would that be a concern for Fannie Mae, Mr. Oppenheimer?

(b) (7)(C) [redacted]: Objection to form, foundation.

THE WITNESS: We require

1 that the selling institution
2 deliver any loans to Fannie Mae,
3 that they need to be unencumbered.
4 We, in essence, require that the
5 institution delivering to us own
6 the loan, have title to the loan,
7 and that they transferred, the
8 title and interest, to us prior to
9 delivery. It can't be owned by a
10 third party.
11 BY (b) (7)(C) [redacted]:
12 Q. Okay. With regard to the
13 number 2 that is notated on Oppenheimer
14 Exhibit No. 5, could you read that
15 sentence, please?
16 A. Number 2.
17 Q. Yes, please.
18 A. "Our trading desk has placed
19 TBW on its watch list because they have
20 consistently exceeded the amount of time
21 they are allowed to park loans in ASAP
22 pools."
23 Q. Okay. Would that be a
24 concern to Fannie Mae?

1 A. Yes.
2 Q. Why would it be a concern to
3 Fannie Mae?
4 A. The --
5 (b) (7)(C) [redacted]: Objection to form,
6 foundation.
7 THE WITNESS: The ASAP
8 program is designed to provide
9 funding, as I previously
10 described, for a relatively short
11 period of time. The plan -- the
12 program calls then for the pooling
13 of loans that are in the ASAP
14 line, if you can think of it as
15 temporary funding, to be then put
16 into a mortgage-backed security.
17 The sentence 2 suggests that there
18 were loans that were in this ASAP
19 line that were there for an
20 excessive period of time, which is
21 not permitted by the program
22 parameters.
23 BY (b) (7)(C) [redacted]:
24 Q. Next sentence begins with

1 the word "there." If you could read
2 that, please.
3 A. "There could be an innocent
4 explanation for issue #1, and issue #2 is
5 probably due to sloppy controls at TBW,
6 which we already knew about."
7 Q. How would Fannie Mae -- why
8 would Fannie Mae characterize TBW's
9 controls in that manner?
10 (b) (7)(C) [redacted] Objection to form,
11 foundation.
12 THE WITNESS: Well, as
13 reflected in the previous document
14 that we just reviewed, there were
15 a number of inadequate controls
16 and procedures observed previously
17 at TBW that I believe are being
18 referenced here in this email.
19 BY (b) (7)(C) [redacted]:
20 Q. So the previous exhibits we
21 looked at were written in 1999, and this
22 document that we're looking at now,
23 Exhibit No. 5, is in 2000; is that
24 correct?

1 A. The 12th day of 2000, right.
2 - - -
3 (Email, Bates Nos. FNM-TBW
4 0051816 and 51817, marked for
5 identification as Oppenheimer
6 Exhibit No. 6.)
7 - - -
8 BY (b) (7)(C) [redacted]:
9 Q. Mr. Oppenheimer, I'm now
10 showing you what has been marked as
11 Oppenheimer Exhibit No. 6. If you would
12 take a moment to review that, please.
13 A. Okay.
14 Q. Okay. Oppenheimer No. 6 is
15 an email saying that, at least as dated,
16 the first page, Friday, 14 January 2000,
17 and it's a two-page exhibit. On the back
18 page, it has a gentleman named (b) (7)(C)
19 (b) (7)(C). Did I pronounce that correctly?
20 A. I don't know. I don't know
21 him.
22 Q. Okay. The next sentence
23 down after (b) (7)(C) [redacted] wrote," it says:
24 "We are placing Taylor Bean on our watch

1 list because of persistent problems with
2 their redeliveries in the ASAP Plus
3 program. They consistently exceed
4 program stipulations for the amount of
5 time they're allowed to finance their
6 mortgage originations through the ASAP
7 Plus, which points to sloppy business
8 practices and controls and causes
9 multiple exceptions on our internal
10 control reports."
11 My question,
12 Mr. Oppenheimer, is to you: Do you know
13 what he means, (b) (7)(C) [redacted], when he says
14 "and causes multiple exceptions on our
15 internal control reports"?
16 (b) (7)(C) [redacted] Objection to form,
17 foundation.
18 THE WITNESS: I believe he's
19 referring to the lengthy period of
20 time that the loans are within
21 their ASAP line, going beyond our
22 expected period of time and
23 showing up as an exception on our
24 internal reports.

1 BY (b) (7)(C) [redacted]:

2 Q. Okay. On the exception on

3 your internal reports, how would that

4 come up?

5 A. I'm sorry. How would --

6 Q. How would that affect Fannie

7 Mae to have those exceptions come up that

8 way?

9 A. Well, the ASAP program is

10 designed, as I said, for temporary or

11 short-term early funding, and it's

12 specifically designed for those loans

13 that are in an ASAP line to then quickly

14 go into a mortgage-backed security pool.

15 That would be different than the

16 parameters of a warehouse line. Fannie

17 Mae is not in the warehouse business.

18 So we have parameters that

19 are put into place to make sure that

20 loans move through at a desirable speed;

21 and the reason this is of interest to us

22 is that we monitor and make sure that

23 those loans are not in our ASAP lines for

24 anything beyond the normal parameters for

1 the program.
2 Q. And if you will, for a
3 little context on the ASAP lines, when
4 would Fannie Mae advance funds on an ASAP
5 -- on a mortgage that's in an ASAP line?
6 A. I don't recall the program
7 parameters in 2000, but typically within
8 about two days of delivery of a loan, we
9 would advance fund for an ASAP delivery,
10 the majority of the proceeds that would
11 come to the customer for that loan once
12 it's securitized.
13 Q. So would the money come
14 before it was actually pulled together?
15 A. Yes.
16 Q. So then generally, not in
17 this instance, generally, a mortgage loan
18 that is set in an ASAP line, Fannie Mae
19 had already advanced the funds for it?
20 A. Correct.
21 Q. But couldn't take advantage
22 of the loan as of yet because it hadn't
23 been pooled together; is that correct?
24 (b) (7)(C) [redacted]: Objection to form.

1 THE WITNESS: Correct.
2 Think of it this way. The ASAP
3 line is designed as temporary
4 funding. Once the loan goes out
5 of the ASAP line to be pooled,
6 that line is repaid.
7 BY (b) (7)(C) [redacted]:
8 Q. Okay. Inviting your
9 attention back to the front page of
10 Oppenheimer No. 6, there is an
11 indentation where it says (b) (7)(C) [redacted]
12 wrote," where it says: (b) (7)(C), we
13 completed a conference today, January
14 14th, with Taylor, Bean & Whitaker to
15 discuss the CSTD issues referenced
16 below." Could you explain to me what a
17 CSTD issue is?
18 A. The CSTD is our Customer
19 Service Trading Desk.
20 Q. And is that in reference to
21 the ASAP line?
22 A. Yes. I'm sorry. They are
23 responsible for the trading of Fannie Mae
24 securities and all of our early funding

1 programs, including the ASAP line.
2 Q. And then (b) (7)(C) [redacted] goes on
3 to write who participated in the call,
4 and then he has, in the middle of that
5 paragraph, it says "bottom line"
6 underlined. And then if you would follow
7 along with me as I read, it says: "Lee
8 agreed to correct these issues. (b) (7)(C),
9 (b) (7)(C) and I will have an additional
10 conference call next week to define the
11 necessary procedures changes. I told Lee
12 that we would be closely monitoring the
13 loans. We also questioned the returned
14 wire (two note issue) and asked for an
15 explanation. Lee quickly responded that
16 the title agency had prepared two notes
17 and TBW had previously sold one note to
18 Freddie. He was at a loss to explain why
19 this happened and stated it was a
20 mistake."
21 Going back through there, if
22 you could provide me some context, do you
23 know of any procedure changes that were
24 made, as you reference in there?

1 (b) (7)(C) [redacted]: Objection to form,
2 foundation. Also --
3 THE WITNESS: I do not know
4 the response.
5 (b) (7)(C) [redacted]: Mr. Oppenheimer,
6 if you can give me a chance to
7 finish my objections before you
8 answer --
9 THE WITNESS: Oh, I'm sorry.
10 (b) (7)(C) [redacted] -- that would be
11 great.
12 Also, (b) (7)(C) [redacted], could I
13 have a standing objection with
14 regard to your use of the document
15 with this witness?
16 (b) (7)(C) [redacted]: The document as
17 a whole?
18 (b) (7)(C) [redacted]: This particular
19 document dated January 14th, 2000,
20 yes.
21 (b) (7)(C) [redacted]: What is your
22 objection?
23 (b) (7)(C) [redacted] The objection is
24 that the witness was not involved

1 with Taylor Bean, and therefore
2 would not have any personal
3 knowledge with regard to any of
4 the items listed in this document,
5 nor has he testified that he's
6 familiar with this document or has
7 come across this document during
8 his personal duties with regard to
9 Taylor, Bean & Whitaker.
10 So rather than object to
11 every question, I thought if you
12 give me a standing objection.
13 (b) (7)(C) [redacted]: No, no, I'll
14 give you a standing objection, but
15 I thought we prefaced the
16 deposition to say that he's
17 testifying individually and as a
18 30(b)(6).
19 (b) (7)(C) [redacted]: Oh, I don't think
20 so at all. I think that you
21 prefaced the deposition by saying
22 that first you can ask him
23 questions individually, and then
24 later on you can ask him whether

1 any of those answers would change
2 in his capacity as a 30(b)(6)
3 witness.
4 (b) (7)(C) [redacted]: That's correct.
5 So is your objection as to an
6 individual, or as to a 30(b)(6)?
7 (b) (7)(C) [redacted]: Well, like I
8 said -- well, correct me if I'm
9 wrong, because my understanding
10 was that you could ask him
11 individually. Because right now
12 my understanding is that this is
13 his individual deposition, not
14 some sort of hybrid deposition
15 because --
16 (b) (7)(C) [redacted]: Well, then let
17 me be clear on the record. It is
18 a hybrid, as Judge Jones suggested
19 it would be.
20 (b) (7)(C) [redacted]: That's not what he
21 suggested at all. But in any
22 event, if that's the case, what I
23 would like you to do is I would
24 like you to specify when you are

1 asking him questions in his
2 individual capacity, as opposed to
3 his representative capacity.
4 (b) (7)(C) [redacted]: All right.
5 BY (b) (7)(C) [redacted]:
6 Q. In your representative
7 capacity --
8 A. And excuse me. What does
9 that mean?
10 Q. That means that you're
11 speaking for Fannie Mae --
12 A. Thank you.
13 Q. -- as a corporation; and if
14 I ask you individually, then you're
15 speaking as Zach Oppenheimer.
16 (b) (7)(C) [redacted] From your own
17 personal knowledge.
18 THE WITNESS: Thank you.
19 (b) (7)(C) [redacted]: Is that
20 agreeable?
21 (b) (7)(C) [redacted]: That is agreeable
22 because I believe that there are
23 different -- and the reason why I
24 ask you to do that is because

there are obviously different standards for admissibility with regard to whether or not he's testifying in his individual capacity versus whether or not he's testifying in his representative capacity.

(b) (7)(C) [redacted]: Sure.

(b) (7)(C) [redacted]: Can we take a break?

(b) (7)(C) [redacted]: Of course.

(b) (7)(C) [redacted]: Just for a minute.

(b) (7)(C) [redacted]: Yeah, sure. Absolutely.

THE VIDEOGRAPHER: We're going off the record. The time is 10:44 a.m. This is the end of Tape 1 of the deposition of Zach Oppenheimer.

(A recess was taken.)

THE VIDEOGRAPHER: We're back on the record. The time is 10:52 a.m. This is the start of

1 Tape 2 of the deposition of Zach
2 Oppenheimer.
3 (b) (7)(C) [redacted]: I would just
4 like to remind both parties that
5 Mr. Oppenheimer will need to wrap
6 this deposition up today at 5
7 o'clock, so if you can just be
8 mindful of the time. Thank you.
9 (b) (7)(C) [redacted]: Thank you for that
10 reminder. And I know (b) (7)(C) [redacted]
11 and I had a prior conversation
12 regarding kind of the need for
13 both parties -- the time that both
14 parties would need for
15 Mr. Oppenheimer's time.
16 We thank Mr. Oppenheimer for
17 taking the time to be here today.
18 I know he has a very busy
19 schedule.
20 And just for the record, we
21 have requested that we reserve two
22 to two and a half hours for our
23 own questioning. So we'll see
24 where that goes.

1 (b) (7)(C) [redacted]: Thank you.
2 - - -
3 (Email, Bates Nos. FNM-TBW
4 0004277 through 4283, marked for
5 identification as Oppenheimer
6 Exhibit No. 7.)
7 - - -
8 BY (b) (7)(C) [redacted]:
9 Q. Mr. Oppenheimer, I'm now
10 showing you what's been marked as
11 Oppenheimer Exhibit No. 7, and ask you if
12 you would take a look at that, please.
13 A. Okay.
14 Q. Mr. Oppenheimer, in your
15 corporate capacity with Fannie Mae, is
16 the document that is Oppenheimer No. 7
17 something that would be drafted in
18 response to an audit?
19 (b) (7)(C) [redacted]: Counsel, you
20 mean the report?
21 (b) (7)(C) [redacted]: The report,
22 itself, which would be the second
23 page of Exhibit No. 7.
24 THE WITNESS: An operational

1 review is independent of an audit,
2 so there's -- this document is
3 standard. This is a standard type
4 of format for an op -- for an
5 operational review.
6 BY (b) (7)(C) [redacted]:
7 Q. Could you -- would you
8 explain to me the difference between an
9 audit and an operational review, please?
10 A. Sure. An audit is a very
11 thorough, detailed review of the
12 operations of any one of our customers.
13 An audit typically is comprehensive in
14 scope and covers all of the aspects of
15 our relationship with that -- with that
16 institution, in most cases.
17 An operational review is a
18 little more narrow in focus in that it
19 focuses specifically attention on the
20 operations of an institution. It also is
21 not as thorough or lengthy as a full
22 audit would be.
23 Q. Okay. But it is -- is it
24 standard to have an operational review

1 for Fannie Mae for their customers?
2 A. Yes. We have operational
3 reviews for all of our customers at one
4 point in time or another.
5 Q. Okay. And looking at the
6 second page of Exhibit 7, the first page
7 of the operational review, it has a
8 rating overview of the lender. Do you
9 see that?
10 A. No. I'm sorry. Second
11 page?
12 Q. The second page of the --
13 A. Oh, the first page of the
14 review. I'm sorry. An overall rating,
15 yes.
16 Q. Okay. What is the highest
17 rating that a lender could receive from
18 Fannie Mae?
19 A. I'm not familiar with this
20 format.
21 Q. I see.
22 A. But it appears that 3 would
23 be the highest rating.
24 Q. And the lowest rating then

1 would be?
2 A. Would be a 1.
3 Q. Okay. And in your corporate
4 capacity, in this instance, referring to
5 Oppenheimer Exhibit No. 7, TBW received
6 what rating for quality control?
7 (b) (7)(C) [redacted]: Objection to form.
8 THE WITNESS: Poor, 1.
9 BY (b) (7)(C) [redacted]:
10 Q. In your corporate capacity,
11 Mr. Oppenheimer, did Fannie Mae ever
12 experience problems with TBW repurchasing
13 loans that it was servicing for Fannie
14 Mae?
15 A. Yes.
16 Q. Okay.
17 (b) (7)(C) [redacted]: And just for the
18 record, (b) (7)(C) [redacted], when you say
19 "corporate capacity," you mean as
20 a --
21 (b) (7)(C) [redacted]: As a 30(b)(6)
22 witness. Is that sufficient to
23 designate it for you?
24 (b) (7)(C) [redacted]: Okay. Thank you.

1 - - -

2 (Email, Bates Nos. FNM-TBW

3 0004116 and 4117, marked for

4 identification as Oppenheimer

5 Exhibit No. 8.)

6 - - -

7 BY (b) (7)(C) [redacted]:

8 Q. Mr. Oppenheimer, I'm now

9 showing you what has been marked as

10 Oppenheimer Exhibit No. 8, and I would

11 ask you to take a moment to look at this,

12 please.

13 A. Okay.

14 Q. What would, in your

15 corporate capacity, Mr. Oppenheimer, what

16 would be some of the reasons that Fannie

17 Mae would seek a repurchase?

18 A. If a loan is delivered to

19 Fannie Mae that doesn't meet our

20 eligibility requirements, we would

21 require repurchase.

22 Q. Okay. Were you aware in

23 2001, was Fannie Mae aware in 2001, that

24 TBW was having difficulty repurchasing

1 loans that Fannie Mae requested
2 repurchased for them?
3 (b) (7)(C) [redacted]: Objection to the
4 form.
5 THE WITNESS: Yes.
6 BY (b) (7)(C) [redacted]:
7 Q. Okay. In looking at
8 Oppenheimer Exhibit No. 8, on the first
9 email chain from Sylvia MacGlaughlin,
10 details a list of repurchase and
11 rebuttal.
12 Let me ask you this: How
13 often would Fannie Mae accept rebuttals
14 after repurchase from its customers?
15 A. It's fairly common after we
16 submit a repurchase request on a loan to
17 have a rebuttal come in from a -- from a
18 customer.
19 Q. Is it -- if -- and just in a
20 hypothetical situation, not in regard to
21 Oppenheimer Exhibit 8, could Fannie Mae
22 then rescind the repurchase request?
23 A. Yes, we can rescind a
24 repurchase request.

1 Q. What is the other option?
2 A. To reinforce the request and
3 not rescind. Demand.
4 Q. Is it common then for the
5 customer to send another rebuttal --
6 (b) (7)(C) [redacted]: Objection to form.
7 BY (b) (7)(C) [redacted]:
8 Q. -- after the reaffirmation
9 of the repurchase?
10 A. It's less common to have a
11 second rebuttal than it is an initial
12 rebuttal.
13 Q. In your corporate capacity,
14 in looking at Oppenheimer Exhibit No. 8,
15 which is also Fannie Mae slash TBW
16 document 0004116 and 000417, there's a
17 string from (b) (7)(C) [redacted] that
18 memorializes a repurchase and rebuttal
19 dialog between TBW and Fannie Mae.
20 Do you see that?
21 A. Yes, I do.
22 Q. Okay. In your corporate
23 capacity, was it common for Taylor Bean
24 to send rebuttals numerous times after

1 repurchase demands by Fannie Mae?
2 (b) (7)(C) [redacted]: Objection to form.
3 THE WITNESS: I don't know.
4 BY (b) (7)(C) [redacted]:
5 Q. In the email above that,
6 from (b) (7)(C) [redacted] -- are you familiar
7 with (b) (7)(C) [redacted]?
8 A. I recognize the name.
9 Q. In the context, in the
10 second sentence, it says: "When I got
11 this message, I was not happy to see that
12 she has 12 other repurchases, 7 of which
13 are misrep issues."
14 Do you see that, Mr.
15 Oppenheimer?
16 (b) (7)(C) [redacted]: Objection --
17 THE WITNESS: Yes.
18 BY (b) (7)(C) [redacted]:
19 Q. Would 12 repurchases be a
20 large amount, Mr. Oppenheimer, from
21 Fannie Mae's perspective?
22 A. Twelve repurchases would be
23 significant, but "large" would be
24 determined in the context of the overall

1 size of the relationship.
2 Q. So it's relative?
3 A. It's relative to the size of
4 the relationship that we have with the
5 counter party.
6 Q. The last phrase of that, "7
7 of which are misrep issues," in your
8 corporate capacity, what would you
9 consider to be a "misrep issue"?
10 (b) (7)(C) [redacted]: Objection to form.
11 THE WITNESS: This would
12 suggest to me that there was a --
13 a group of loans, seven loans,
14 which had borrower
15 misrepresentation issues,
16 suggesting that the information
17 provided by the borrower were --
18 was incorrect or inaccurate on the
19 applications.
20 BY (b) (7)(C) [redacted]:
21 Q. Okay. And generally
22 speaking, not with regard to Exhibit 8,
23 would Fannie Mae issue a repurchase
24 demand for borrower misrepresentations?

1 A. Yes, we have issued
2 repurchase requests for borrower
3 misrepresentation.
4 Q. In your corporate capacity,
5 Mr. Oppenheimer, would Fannie Mae ever
6 delay an originator from selling loans to
7 a servicer?
8 A. Can you rephrase the --
9 Q. Fannie Mae back loans?
10 A. I'm sorry. Can you rephrase
11 the first part of that?
12 Q. If an originator with, you
13 know -- well, let's just do it this way.
14 It would be easier than phrasing it.
15 - - -
16 (Email, Bates Nos. FNM-TBW
17 0006555 through 6560, marked for
18 identification as Oppenheimer
19 Exhibit No. 9.)
20 - - -
21 BY (b) (7)(C) [redacted]:
22 Q. Now showing you what has
23 been marked as Oppenheimer Exhibit No. 9.
24 A. Okay.

1 Q. Mr. Oppenheimer, are you
2 familiar with this document?
3 A. No, I'm not.
4 Q. In your corporate capacity,
5 Mr. Oppenheimer, if you turn to the
6 second page, it's a letter from Sam Smith
7 to Lee Farkas dated November 6th, 2000;
8 is that correct?
9 A. Yes.
10 Q. And if you would follow
11 along with me, please:
12 "Dear Mr. Farkas:
13 "We have received your
14 request for approval to transfer
15 servicing of 1,121 loans (approximately
16 $115 million) to GMAC Mortgage
17 Corporation.
18 "We will be unable to
19 approve this transfer until we resolve
20 the twenty-six loan repurchase requests
21 which remain outstanding (please see --"
22 excuse me -- "(please refer to the
23 attached 'Exhibit A' for loan level
24 detail). Some of these repurchase

1 requests have been outstanding for
2 several months."
3 Did I read that correctly?
4 A. Yes, you did.
5 Q. In your corporate capacity,
6 Mr. Oppenheimer, would this type of
7 situation be common for Fannie Mae, to
8 not allow approval of a transfer until
9 repurchase requests were handled?
10 A. Yes.
11 Q. If you would turn to the
12 exhibit -- excuse me -- the "Exhibit A"
13 that's referenced in the letter, on the
14 column at -- the top of the document says
15 "Outstanding Repurchase Requests By Date
16 of Request As of 11/6/00." Do you see
17 that, Mr. Oppenheimer?
18 A. Yes, I do.
19 Q. In the sixth column it says:
20 "Date Fannie Mae Letter Mailed."
21 A. Yes.
22 Q. Okay. And the date range is
23 here from January 13th, 2000 to October
24 12th, 2000; is that correct?

1 A. Correct.
2 (b) (7)(C) [redacted]: Objection to form.
3 THE WITNESS: I'm sorry.
4 Correct.
5 BY (b) (7)(C) [redacted]:
6 Q. How often or -- excuse me.
7 When would Fannie Mae expect a response
8 from a servicer with regard to a letter
9 that it mailed for repurchase demand?
10 A. We would expect a response
11 to a repurchase request within 60 days.
12 Q. So that in your corporate
13 capacity, what is your impression with
14 some of these that are listed in the
15 sixth column as to "Date Fannie Mae
16 Letter Mailed"?
17 (b) (7)(C) [redacted] Objection to form.
18 THE WITNESS: Given the date
19 of the report, November 6th, I
20 would view this as concerning in
21 that these are considered "aged"
22 repurchase requests. They are
23 relatively old and outstanding for
24 a relatively long period of time.

1 BY (b) (7)(C) [redacted]:

2 Q. I would like to invite your

3 attention to the third column. Do you

4 see that, where it's marked "Servicer"?

5 A. Yes.

6 Q. Okay. And in that column,

7 it has a mixture of GMAC, Taylor Bean,

8 and in one Colonial. Do you see that?

9 A. Yes, I do.

10 Q. In this instance -- let me

11 rephrase this. When GMAC -- excuse me.

12 Let me try again.

13 When Fannie Mae makes a

14 demand, a repurchase request on the

15 servicer, what do -- what does Fannie Mae

16 anticipate the servicer will do in

17 response?

18 A. We expect the servicer to

19 repurchase the loan.

20 Q. What if the servicer was not

21 the originator? What would Fannie Mae's

22 expectation be?

23 A. The same.

24 (b) (7)(C) [redacted] Objection to form.

1 THE WITNESS: Sorry. The
2 same.
3 BY (b) (7)(C) [redacted]:
4 Q. So is it fair to say, based
5 on your corporate capacity, regardless of
6 whether the servicer was also the
7 originator, Fannie Mae would expect
8 repurchase of the loan?
9 A. Yes.
10 Q. In the instance that I was
11 just speaking, if the servicer was not
12 the originator, and Fannie Mae was made
13 aware of discussions, communications
14 between the servicer and the originator
15 with regard to the validity of Fannie
16 Mae's repurchase demand, would Fannie Mae
17 still expect the servicer to repurchase?
18 (b) (7)(C) [redacted]: Objection to form.
19 THE WITNESS: We would not
20 be aware or a party to
21 relationships or agreements that
22 exist between two other parties.
23 BY (b) (7)(C) [redacted]:
24 Q. So then Fannie Mae would

1 just look only to the servicer, and the
2 servicer only, for repurchase demands; is
3 that correct?
4 (b) (7)(C) [redacted]: Objection to form.
5 THE WITNESS: Sorry.
6 We have the right to go back
7 to both the seller and the
8 servicer to obtain a repurchase on
9 a loan. But it was our practice
10 to go directly to the servicer of
11 record for the loans that are on
12 this report. And that is our
13 common practice.
14 BY (b) (7)(C) [redacted]:
15 Q. That was my next -- okay.
16 So, regardless if the
17 servicer had to come out-of-pocket, if
18 you will, to pay Fannie Mae's repurchase
19 demand, but the servicer was not the
20 originator, Fannie Mae still looks to the
21 servicer?
22 A. Yes.
23 (b) (7)(C) [redacted]: Objection to form.
24 Mr. Oppenheimer, I know it's

1 difficult to do so, but if you
2 just pause for a second before you
3 answer a question, give me a
4 chance to interpose an objection,
5 if appropriate. Thank you.
6 THE WITNESS: Sure.
7 BY (b) (7)(C) [redacted]:
8 Q. In looking back at
9 Oppenheimer Exhibit No. 9, in your
10 individual capacity, Mr. Oppenheimer,
11 were you aware that Fannie Mae initially
12 delayed TBW's request for approval of
13 transfer to GMAC in late 2000?
14 A. No.
15 - - -
16 (Letter dated November 28,
17 2000, to Smith from Farkas, Bates
18 No. FNM-TBW 0002502, marked for
19 identification as Oppenheimer
20 Exhibit No. 10.)
21 - - -
22 BY (b) (7)(C) [redacted]:
23 Q. I'm now showing you what
24 has been marked as Oppenheimer Exhibit

1 No. 10.
2 A. Okay.
3 Q. Mr. Oppenheimer, in your
4 corporate capacity as a 30(b)(6)
5 representative of Fannie Mae, was it
6 common practice for Fannie Mae to work
7 with their customers on aged repurchases?
8 A. Yes. We work on repurchases
9 until they're completely resolved.
10 Q. Okay. And in reference to
11 Oppenheimer Exhibit No. 10, which is a
12 letter dated November 28th, 2000, from
13 Lee B. Farkas, CEO, to Sam -- (b)(7)(C) [redacted]
14 [redacted] III, do you see that?
15 A. Yes.
16 Q. Okay. In -- it has two
17 numbers in the middle of the document.
18 Do you see that, Mr. Oppenheimer?
19 Paragraph 1 and paragraph 2?
20 A. Oh, yes.
21 Q. Okay. Could you read
22 paragraph number 1, please?
23 A. Sure.
24 "It will create a real

1 economic hardship on our company if we
2 are not allowed to transfer the loans at
3 this time. Our contract with GMAC only
4 allows for transfer of certain loans
5 based on the month of origination and
6 securitization. If we are unable to
7 transfer the loans at this time, they
8 will not be able to be transferred,
9 therefore, overburdening our balance
10 sheet with unhedged servicing rights."
11 Number 2?
12 Q. Please.
13 A. "We are responding to the
14 requests for repurchase of the twenty-six
15 loans in question even as I write this
16 letter. We have written letters to your
17 quality control people requesting
18 reversal of your repurchase requests on
19 twelve of the loans already. We will be
20 sending ten additional such requests by
21 this coming Friday. We are agreeing to
22 repurchase the remaining four loans
23 immediately."
24 Q. And then the last paragraph,

1 if you would?
2 A. "It is embarrassing to me
3 that we find ourselves answering the
4 repurchase demands at this very late
5 date. If you will approval this
6 transfer, I will commit to making sure
7 that we handle these requests on a timely
8 efficient basis in the future."
9 Q. And this letter is dated
10 November 28th, 2000; is that correct?
11 A. Yes.
12 Q. Do you know if TBW handled
13 their repurchase requests from that point
14 forward on a timely and efficient basis?
15 A. With regard to these loans,
16 in particular?
17 Q. Any of the repurchase
18 requests from Fannie Mae, from 2000
19 forward?
20 A. No.
21 (b) (7)(C) [redacted]: Objection to form.
22 BY (b) (7)(C) [redacted]:
23 Q. Mr. Oppenheimer, do you know
24 if Fannie Mae allowed that transfer to go

1 through?
2 A. I don't recall.
3 Q. Okay. Would, in your
4 corporate capacity, if Fannie Mae saw
5 that one of its customers was working
6 through the repurchase process and it was
7 confronted with a similar situation, as a
8 -- as a mini bulk or a flow transfer,
9 would Fannie Mae allow that transfer to
10 go forward and work with their customers?
11 A. Every transfer request is
12 considered on its own merits, and the
13 circumstances for each would be
14 different.
15 Q. Okay.
16 Trying not to inundate
17 myself with paper over here.
18 (b) (7)(C) [redacted]: You need an
19 associate, Mr. Maddox.
20 (b) (7)(C) [redacted]: Well --
21 (b) (7)(C) [redacted] He usually has a
22 couple -- he has help on most of
23 these depositions.
24 (b) (7)(C) [redacted]: I just like

1 this one by myself.
2 (b) (7)(C) [redacted]: Do you need to
3 take a break?
4 (b) (7)(C) [redacted]: No.
5 - - -
6 ("All Regs Online Document
7 Print," marked for identification
8 as Oppenheimer Exhibit No. 11.)
9 - - -
10 BY (b) (7)(C) [redacted]:
11 Q. I'm now showing you what's
12 being marked as Oppenheimer Exhibit No.
13 11, and ask you to review that document,
14 please, sir.
15 (b) (7)(C) [redacted]: (b) (7)(C) [redacted]
16 (b) (7)(C) [redacted]: Yes.
17 (b) (7)(C) [redacted]: Are these
18 documents produced in this
19 litigation? I don't see a Bates
20 range.
21 (b) (7)(C) [redacted]: These were
22 between the parties. My
23 understanding is these were the
24 All Regs documents that were taken

1 off All Regs' website.
2 (b) (7)(C) [redacted]: Did you do
3 that?
4 (b) (7)(C) [redacted]: I think some of
5 my people did it.
6 (b) (7)(C) [redacted]: Okay.
7 (b) (7)(C) [redacted] Because I don't
8 think that they're -- I don't
9 think All Regs was produced by
10 either sides in this case, so it's
11 available to both.
12 (b) (7)(C) [redacted]: I will
13 reference today that I'm not sure
14 that these have been produced. I
15 think they have, but I'm not sure,
16 because the notation at the bottom
17 is when they were originally
18 pulled prior to the original
19 scheduling of Mr. Oppenheimer's
20 deposition, and I think that they
21 were subsequently produced then,
22 but this was my file then.
23 (b) (7)(C) [redacted]: I don't know
24 whether or not they've been

1 produced.
2 THE WITNESS: Okay.
3 BY (b) (7)(C) [redacted]:
4 Q. Okay. Let me ask you this,
5 Mr. Oppenheimer: Are you familiar with
6 Fannie Mae's guidelines on repurchases?
7 A. Yes.
8 Q. Okay. And setting aside
9 Oppenheimer Exhibit No. 12, if you would,
10 just talking generally --
11 A. I'm sorry. I don't have 12.
12 Q. What did I say? 11. I'm
13 sorry.
14 Could Fannie Mae make a
15 repurchase request upon a servicer for a
16 loan that had foreclosed three months
17 prior to the repurchase request?
18 (b) (7)(C) [redacted]: Objection to form.
19 THE WITNESS: Yes.
20 BY (b) (7)(C) [redacted]:
21 Q. Okay. Let me ask it in a
22 different way.
23 If a piece of property has
24 been foreclosed upon, could Fannie Mae

still make a repurchase request three months after the foreclosure?

(b) (7)(C) [redacted]: Same objection.

THE WITNESS: Yes. I'm sorry. Yes.

BY (b) (7)(C) [redacted]

Q. If a loan defaults and six months time passes after the default, could Fannie Mae make a repurchase request on the servicer?

(b) (7)(C) [redacted] Objection to form.

THE WITNESS: If we find, even after that period of time, that a loan was ineligible, we can demand a repurchase.

BY (b) (7)(C) [redacted]

Q. Okay. If a piece of property has gone through an REO sale, subsequent to the REO sale, could Fannie Mae make a repurchase request on the servicer?

(b) (7)(C) [redacted]: Objection to form.

THE WITNESS: I think, technically, since the lien -- the

1 lien would have been satisfied, it
2 would be a make-whole, rather than
3 a repurchase request.
4 BY (b) (7)(C) [redacted]:
5 Q. Okay. In that scenario,
6 could, since the property would have been
7 disposed of and the mortgage paid off,
8 could Fannie Mae make a make-whole
9 request upon the servicer --
10 A. Yes.
11 Q. -- for a piece of property
12 that's gone through REO?
13 A. Yes.
14 (b) (7)(C) [redacted] Objection to form.
15 THE WITNESS: Yes.
16 BY (b) (7)(C) [redacted]:
17 Q. And those -- just to be
18 clear, so we don't have any issues, in
19 your corporate capacity, Mr. Oppenheimer,
20 could Fannie Mae make a repurchase
21 request on the servicer for a loan that
22 had been foreclosed for more than three
23 months?
24 (b) (7)(C) [redacted]: Objection.

1 THE WITNESS: Yes.
2 BY (b) (7)(C) [redacted]
3 Q. In your corporate capacity,
4 Mr. Oppenheimer, could Fannie Mae make a
5 repurchase request on the servicer for a
6 loan that had been in default for more
7 than six months?
8 (b) (7)(C) [redacted] Objection, form.
9 THE WITNESS: Yes, we can.
10 BY (b) (7)(C) [redacted]
11 Q. And in your corporate
12 capacity, Mr. Oppenheimer, can Fannie Mae
13 make a make-whole request for a loan that
14 has -- the underlying piece of property
15 that has gone through an REO sale?
16 (b) (7)(C) [redacted] Objection to form.
17 THE WITNESS: Yes, we can.
18 (b) (7)(C) [redacted] Okay. Thank
19 you.
20 - - -
21 (Letter dated April 1, 2002,
22 to Farkas from (b) (7)(C) Bates No.
23 FNM-TBW 0001881, marked for
24 identification as Oppenheimer

1 Exhibit No. 12.)
2 - - -
3 BY (b) (7)(C) [redacted]:
4 Q. Mr. Oppenheimer, I'm now
5 showing you what has been marked as
6 Oppenheimer Exhibit No. 12, and ask you
7 to look at that document, please.
8 A. Okay.
9 Q. Are you familiar with that
10 document?
11 A. I am familiar with this
12 document.
13 Q. In your individual capacity,
14 are you familiar with this document?
15 A. Yes, I am.
16 Q. Could you explain to me what
17 this document is, please, sir?
18 A. Yes. This is a letter of
19 termination, terminating our contract
20 between Fannie Mae and Taylor, Bean &
21 Whitaker.
22 Q. Is this a standard letter
23 issued by Fannie Mae?
24 A. Yes, relatively standard.

1 Q. Okay. It references in the
2 letter that there exists material
3 breaches. Do you recall, personally,
4 what those material breaches were?
5 A. I -- I recall some of them,
6 yes.
7 Q. Okay. Could you, what you
8 recall?
9 A. One breach was the delivery
10 of ineligible loans to Fannie Mae.
11 Another breach was the delivery of
12 government loans. These would have been
13 FHA or VA loans for which there was no
14 evidence of proper insurance or guarantee
15 by the appropriate government agency.
16 There was an aged repurchase
17 backlog as reflected by some of your
18 previous documents. There were loans in
19 our ASAP lines that had aged and gone
20 beyond the acceptable parameters for our
21 ASAP program.
22 There was a lack of control
23 and a lack of procedures related to the
24 Fannie Mae servicing portfolio.

1 There were probably other --
2 other breaches, but those are the
3 breaches that come to the top of mind to
4 me.
5 Q. Okay.
6 - - -
7 (Letter dated April 1, 2002,
8 to Farkas from (b)(7)(C), Bates No.
9 FNM-TBW 000891, marked for
10 identification as Oppenheimer
11 Exhibit No. 13.)
12 - - -
13 BY (b)(7)(C) [redacted]
14 Q. I'm now showing you what has
15 been marked as Oppenheimer Exhibit No.
16 13.
17 A. Okay.
18 Q. From a -- could you explain
19 to me, in your individual -- first, are
20 you familiar with Oppenheimer Exhibit
21 No. 13?
22 A. I'm not familiar with this
23 document, no.
24 Q. Okay. Then let me ask you

1 this: What is the difference, in your
2 corporate capacity, Mr. Oppenheimer,
3 between Exhibit No. 12 and Exhibit
4 No. 13?
5 (b) (7)(C) [redacted]: Objection to form.
6 THE WITNESS: Exhibit 13 is
7 a suspension of the selling and
8 servicing ability of Taylor, Bean
9 & Whitaker with Fannie Mae, and
10 Exhibit No. 12 is a termination of
11 our contract between Taylor, Bean
12 & Whitaker and Fannie Mae.
13 BY (b) (7)(C) [redacted]:
14 Q. Is there a difference
15 between the two?
16 A. Yes.
17 Q. And could you explain the
18 difference, please?
19 A. Sure. Exhibit No. 13 does
20 not terminate our contract, nor does it
21 terminate the relationship that we have
22 with Taylor, Bean & Whitaker, but it
23 prohibits them from selling new loans to
24 us or adding to their Fannie Mae

1 servicing portfolio.
2 Exhibit No. 12 completely
3 severs the contractual relationship
4 between the two parties.
5 - - -
6 (Letter dated April 4, 2002
7 to Farkas from (b)(7)(C), Nos. FNM-TBW
8 0020554 through 20560, marked for
9 identification as Oppenheimer
10 Exhibit No. 14.)
11 - - -
12 BY (b)(7)(C) [redacted]:
13 Q. Now showing you what has
14 been marked as Oppenheimer Exhibit
15 No. 14.
16 A. Okay.
17 Q. Mr. Oppenheimer, are you
18 familiar with this document?
19 A. I've seen this document
20 before, yes.
21 Q. This is a document dated
22 April 4th, 2002, to Taylor, Bean &
23 Whitaker Mortgage Corporation, Attention
24 Lee Farkas from (b)(7)(C); is that

1 correct?
2 A. That's correct.
3 Q. Okay. In your own words,
4 Mr. Oppenheimer, what is this document?
5 A. This document is an
6 agreement that was executed by Fannie Mae
7 and Taylor, Bean & Whitaker, subsequent
8 to the termination of our contract back
9 on April the 1st.
10 Q. Okay. And if you would look
11 at the final page of Exhibit No. 14,
12 there are two signatures there; is that
13 correct?
14 A. That's correct.
15 Q. And who are those
16 signatures?
17 A. (b) (7)(C) [redacted] for Fannie Mae and
18 Lee Farkas for Taylor, Bean & Whitaker.
19 Q. Okay. Now, I would just
20 like to walk through this document, if
21 you will. The first paragraph, first
22 sentence -- excuse me. The first
23 numbered paragraph, the first sentence,
24 please, number 1 --

1 A. Yes.
2 Q. -- could you read that first
3 sentence for me, please?
4 A. Sure.
5 "Company --" company is
6 Taylor, Bean & Whitaker, "acknowledges
7 and agrees that the Contract was validly
8 terminated for cause on April 1st, 2002,
9 and remains in a terminated status.
10 Fannie Mae shall have no obligation at
11 any time to rescind the termination or to
12 reactivate Company as a seller and/or
13 servicer of Fannie Mae loans, except as
14 referenced in paragraph 6 hereof."
15 Q. Okay. To your knowledge, in
16 your corporate capacity, Mr. Oppenheimer,
17 has Fannie Mae ever changed the status of
18 Taylor, Bean & Whitaker from being
19 terminated?
20 A. No, we have not.
21 Q. In the second numbered
22 paragraph, if you could read just to the
23 paren, please.
24 A. "Company acknowledges and

1 agrees that as of April 1, 2002, Fannie
2 Mae owns all legal rights relating to the
3 Servicing Portfolio, including, without
4 limitation, mortgage loans, documents,
5 files, records."
6 Q. Okay. Mr. Oppenheimer, in
7 your corporate capacity, when Fannie Mae
8 would terminate a customer, would Fannie
9 Mae then take all the legal rights to the
10 servicing portfolio?
11 A. Yes. Prior to termination
12 and after termination, Fannie Mae owns
13 the servicing portfolio.
14 Q. Thank you.
15 I would like to invite your
16 attention to the 7th -- excuse me, the
17 6th numbered paragraph, which I believe
18 is on page 3 of the exhibit.
19 A. Yes.
20 Q. And if could you just read
21 that first sentence, please.
22 A. "Fannie Mae agrees,
23 notwithstanding the issuance of the
24 termination for cause, to give the

1 Company until April 19th, 2002, to permit
2 company to provide Fannie Mae with
3 executed contracts acceptable to Fannie
4 Mae in its sole discretion for the sale
5 of all Subservicing."
6 Q. Okay. In your corporate
7 capacity, Mr. Oppenheimer, is it common
8 for Fannie Mae to allow the sale of
9 subservicing once a termination has
10 occurred?
11 A. Terminations are unusual, so
12 it's hard to say that anything is routine
13 or common.
14 Q. Okay.
15 A. But we try our best to work
16 with our customers, and terminated
17 customers, to be as accommodating as
18 possible with regard to the transfer of
19 the servicing portfolio.
20 Q. And let me ask you: Why
21 would you want to be accommodating?
22 A. It's typically in the best
23 interest of all parties to be
24 accommodating with circumstances like

1 this with regard to the transfer of a
2 servicing portfolio.
3 Q. Why?
4 A. Well, first of all, for
5 Fannie Mae, our primary concerns, in
6 addition to our financial interest, is
7 focused on the consumers, the borrowers
8 whose loans are in this portfolio. The
9 immediate pulling of that portfolio and
10 multiple movements of that portfolio
11 often negatively impacts those borrowers,
12 those Fannie Mae loans that represent
13 homeowners or borrowers behind them.
14 It's often best -- it's
15 often in the best interest of the
16 terminated institution to be able to
17 market a portfolio on their own in order
18 to maximize the proceeds or the sales
19 price of that portfolio. And that often
20 -- often that is of mutual interest to
21 Fannie Mae, as well as the terminated
22 servicer.
23 And then finally,
24 operationally, it is much easier not to

1 have to have multiple movements of the
2 portfolio to an interim servicer and then
3 to a final servicer or to multiple
4 interim servicers than providing for an
5 orderly sale and transfer of a servicing
6 portfolio.
7 Q. In your corporate capacity,
8 do you have an opinion as to the effect
9 of not accommodating a customer after
10 termination? Do you have an opinion as
11 to what the financial effect would be on
12 not allowing them to sell the
13 subservicing?
14 (b) (7)(C) [redacted] Objection to form.
15 THE WITNESS: Well, I have
16 experience with terminations where
17 servicing has been seized, as well
18 as circumstances like this, and my
19 previous answer reflects that
20 experience.
21 - - -
22 (Acknowledgement, Bates No.
23 RFC014637 Confidential, marked for
24 identification as Oppenheimer

1 Exhibit No. 15.)
2 - - -
3 BY (b)(7)(C) [redacted]:
4 Q. Now showing you what has
5 been marked as Oppenheimer Exhibit No.
6 15, and ask you if you recognize that.
7 A. I do not recognize this
8 document.
9 Q. Okay. In your corporate
10 capacity, Mr. Oppenheimer, why would it
11 be -- why would Fannie Mae want the
12 prospective purchaser of the servicing
13 rights to know that one of its customers
14 was terminated?
15 A. First, this isn't a Fannie
16 Mae document.
17 Q. Okay.
18 A. I'm not quite sure why the
19 document was prepared, and I can't answer
20 your question.
21 Q. Okay. Outside of this
22 document, would Fannie Mae want -- if
23 Fannie Mae was willing, in your words, to
24 accommodate the sale of subservicing,

1 would the status of the terminated
2 customer, as to whether they were an
3 approved Fannie Mae seller/servicer, have
4 an impact on the value of the
5 subservicing?
6 (b) (7)(C) [redacted]: Objection to form.
7 THE WITNESS: It's common
8 for a servicing portfolio being
9 marketed by a terminated customer
10 not to attract the bids that a
11 comparable portfolio would attract
12 from a non-terminated customer.
13 Does that answer your --
14 BY (b) (7)(C) [redacted]:
15 Q. It does. And in your
16 corporate capacity, do you have an
17 opinion as to why?
18 (b) (7)(C) [redacted] Objection to form.
19 THE WITNESS: I would be
20 speculating because I'm not a
21 buyer of distressed or terminated
22 customer servicing portfolios, but
23 I believe that there's a
24 perception that the customer, the

1 terminated customer, had a variety
2 of reasons or issues that resulted
3 in termination; and, therefore,
4 the servicing portfolio is viewed
5 as not being as valuable as it
6 would be from a non-terminated
7 institution.
8 (b) (7)(C) [redacted]: Okay. Take
9 five.
10 (b) (7)(C) [redacted]: Sure.
11 THE VIDEOGRAPHER: We're
12 going off the record. The time is
13 11:42 a.m. This is the end of
14 Tape 2 of the deposition of Zach
15 Oppenheimer.
16 (A recess was taken.)
17 THE VIDEOGRAPHER: We're
18 back on the record. The time is
19 12:26 p.m. This is the start of
20 Tape 3 of the deposition of Zach
21 Oppenheimer.
22 BY (b) (7)(C) [redacted]:
23 Q. Mr. Oppenheimer, we're back
24 on the record now after we took our lunch

1 break. Do you recall, when we left, we
2 were discussing the Fannie Mae
3 termination of Taylor, Bean & Whitaker?
4 A. Yes.
5 Q. And we were discussing the
6 fallout effect of termination by Fannie
7 Mae on one of its customers. Do you
8 recall that?
9 A. Yes.
10 - - -
11 (Email, Bates No. FNM-TBW
12 0020655, marked for identification
13 as Oppenheimer Exhibit No. 16.)
14 - - -
15 BY (b) (7)(C) [redacted]:
16 Q. I'm now showing you what has
17 been marked as Oppenheimer Exhibit No.
18 16, and ask you if you have seen that
19 document.
20 A. Okay.
21 Q. Do you remember receiving
22 this email?
23 A. Vaguely.
24 Q. Okay. It is addressed to

1 you, correct?
2 A. Correct.
3 Q. And from (b) (7)(C) [redacted]?
4 A. Correct.
5 Q. And the date is April 12th,
6 2002.
7 A. Correct.
8 Q. Which, for context, is
9 eleven days after Fannie Mae terminated
10 TBW; is that correct?
11 A. That's correct.
12 Q. In this single email, it
13 references (b) (7)(C) Do you know who
14 (b) (7)(C) is?
15 A. I can't recall his last
16 name, but I think he was an officer at
17 Taylor, Bean & Whitaker.
18 Q. Okay. (b) (7)(C) [redacted], does
19 that --
20 A. I believe that's correct.
21 Q. It goes on to say great
22 difficulty -- "TBW is having great
23 difficulty in persuading its title agents
24 and closing firms to close new loans due

1 to the bounced checks last week."
2 Do you have any knowledge
3 that Taylor, Bean & Whitaker bounced
4 checks in the first part of 2002?
5 A. This message suggests that
6 they did bounce checks, but that's the
7 only knowledge I have of that.
8 Q. Would the termination -- did
9 anything involving Fannie Mae, in your
10 corporate capacity, the termination of
11 Fannie Mae affect their financial ability
12 as far as their checking account?
13 (b) (7)(C) [redacted]: You mean the
14 termination of TBW.
15 (b) (7)(C) [redacted]: I'm sorry. Did
16 I -- what did I say? Try it
17 again.
18 THE WITNESS: Just rephrase
19 that.
20 (b) (7)(C) [redacted]: Yeah. Thank
21 you.
22 BY (b) (7)(C) [redacted]:
23 Q. To your knowledge, in your
24 corporate capacity, did Fannie Mae's

1 termination of TBW affect its checking
2 accounts?
3 (b) (7)(C) [redacted]: Objection to the
4 form.
5 THE WITNESS: I don't know
6 why our termination would have an
7 impact on their checking accounts.
8 BY (b) (7)(C) [redacted]:
9 Q. And the second paragraph
10 states: "Also, (b) (7)(C) [redacted] received a
11 call from a Florida Title yesterday
12 regarding a 'north Florida' lender that
13 is also having closing funding problems.
14 This confirms (b) (7)(C) s statements."
15 Did you have any knowledge
16 that TBW was having closing or funding
17 problems in early 2002, subsequent to
18 Fannie Mae's termination of TBW?
19 A. This message suggests that
20 we did have knowledge of that, but that's
21 my only reference to that.
22 Q. Okay.
23 - - -
24 (Email, Bates No. FNM-TBW

1 0012143, marked for identification
2 as Oppenheimer Exhibit No. 17.)
3 - - -
4 BY (b) (7)(C) [redacted]:
5 Q. Now showing you what has
6 been marked as Oppenheimer Exhibit No.
7 17.
8 A. Okay.
9 Q. This is an email from (b) (7)(C)
10 (b) (7)(C) is that correct?
11 A. Uh-huh.
12 Q. To you?
13 A. Correct.
14 Q. Dated May 6th, 2002?
15 A. Correct.
16 Q. In this email, looks like
17 the fourth paragraph, "the lender --" do
18 you see that, where I'm saying "the
19 lender, which is almost 20 years old"?
20 A. Yes.
21 Q. Okay. If you'd just follow
22 along with me, please. "The lender,
23 which is almost 20 years old, also
24 produces government-backed mortgages that

1 are insured by Ginnie Mae. Mr. Farkas
2 says -- said his decision to go
3 'Freddie-only' was actually prompted by
4 Fannie. 'Fannie requested that we
5 disconnect our relationship,' he said.
6 'They never told me why, though.' A
7 spokesman for Fannie declined to comment
8 on the matter."
9 Did you ever explain to
10 Mr. Farkas why you terminated TBW?
11 A. Yes.
12 Q. Did you ever tell him prior
13 to May 6, 2002, why you terminated his
14 relationship?
15 A. Yes.
16 Q. Okay.
17 - - -
18 (Summary of Events, Bates
19 Nos. FNM-TBW 0020345 through
20 0020347, marked for identification
21 as Oppenheimer Exhibit No. 18.)
22 - - -
23 BY (b)(7)(C) [redacted]:
24 Q. Mr. Oppenheimer, I'm now

1 showing you what has been marked as
2 Oppenheimer Exhibit No. 18, and ask you
3 to look at that, please.
4 A. Okay.
5 Q. Mr. Oppenheimer, do you know
6 who authored this document?
7 A. I'm not certain, but I
8 believe (b)(7)(C) drafted this document.
9 Q. But you're not certain of
10 it?
11 A. No. I'm not sure.
12 Q. Okay. Well, I've got a
13 couple of questions as to who wrote this
14 coming down the pipe, so can you just set
15 that one down to the side.
16 And I asked you earlier, but
17 I don't know if I was clear, do you know
18 any idea where Mr. Oppenheimer -- where
19 Mr. (b)(7)(C) is now located
20 geographically?
21 A. No. (b)(7)(C) [redacted] from Fannie
22 Mae a couple of years ago.
23 Q. I'm now showing you what's
24 been marked as Oppenheimer Exhibit No.

1 20, and I guess --

2 (b) (7)(C) [redacted]: You mean 19.

3 (b) (7)(C) [redacted]: 19. I'm sorry.

4 Thank you.

5 - - -

6 (Handwritten notes, Bates

7 Nos. FNM-TBW 0020331 through

8 0020343, marked for identification

9 as Oppenheimer Exhibit No. 19.)

10 - - -

11 BY (b) (7)(C) [redacted]:

12 Q. And just as a preliminary

13 matter, do you know whose notes these

14 are? Are they yours?

15 A. Looks like my writing, yes.

16 Q. Okay. Good.

17 A. Okay.

18 Q. Mr. Oppenheimer, do you

19 recognize these notes?

20 A. Yes, I do.

21 Q. Okay. And whose notes are

22 these?

23 A. These are mine.

24 Q. Can you tell me in the

1 context in which you kept these notes?
2 A. These notes, oh, were
3 started on the 8th of April, I guess, as
4 reflected here, and reflect a chronology
5 of the events that took place with
6 Taylor, Bean & Whitaker over the course
7 of some several weeks.
8 Q. Okay. If you don't mind, I
9 would like to go through these with you.
10 A. Sure.
11 Q. The first one, on the very
12 first page of Exhibit 19 deals with
13 security.
14 A. Yes.
15 Q. Why would Fannie Mae need
16 security during this time period with
17 TBW?
18 A. The security reference
19 relates to having a need for security on
20 site in Ocala, Florida, where Fannie
21 Mae's portfolio was located. Taylor,
22 Bean & Whitaker's operation was in Ocala,
23 and we had our servicing files on site in
24 their facility. And early on, we had

1 concerns, both with regard to the custody
2 and possession of those files, or the
3 potential theft or disregard of those
4 files, and we also had some issues
5 regarding the safety and security of our
6 own people who were on site at Taylor,
7 Bean & Whitaker.
8 Q. Okay. To expand that a
9 little bit more, you said you were
10 worried about the safety of files,
11 themselves?
12 A. Correct.
13 Q. Why is that?
14 A. The files that were
15 important to us that were on site at
16 Taylor, Bean & Whitaker contained
17 mortgage documentation for the loans that
18 were owned by Fannie Mae. Therefore, we
19 had an interest in those files.
20 Q. Okay. And I think your
21 second comment was with regard to the
22 security of Fannie Mae personnel?
23 A. Correct.
24 Q. Why is that?

1 A. Prior to and subsequent to
2 the termination of our contract with
3 Taylor, Bean & Whitaker, the environment
4 was rather tense, and I think possibly
5 even hostile, and at one point we had a
6 concern about our people on the premises
7 in Ocala and wanted to make sure there
8 was adequate security there, should they
9 have needed it for any reason, for their
10 own protection.
11 Q. What event or events led you
12 to believe that it was going to be or
13 that it was a hostile environment in
14 Ocala?
15 A. We were just being cautious
16 and making sure that we were taking
17 adequate protection to address the needs
18 of our people. I don't recall any
19 particular event that took place, but we
20 just assessed the situation and made a
21 determination that it was in our best
22 interest to make sure our people were
23 protected.
24 Q. In your corporate capacity

1 or in your individual capacity, have you
2 ever utilized security during a
3 termination, other than with TBW?
4 A. I haven't, no.
5 Q. Do you know in your
6 corporate capacity whether there have
7 been --
8 A. Yes, there have been other
9 situations where I believe we've used
10 security for both reasons that I've cited
11 with Taylor, Bean & Whitaker.
12 Q. And going back through,
13 still on the first page of Exhibit 19,
14 you have, about a third, two-thirds of
15 the way down, (b) (7)(C) [redacted]
16 A. Yes.
17 Q. Can you explain to me this
18 writing of yours?
19 A. Sure. First, I need to
20 improve my penmanship, but second, "(b) (7)(C)
21 (b)(7)(C) [redacted] who, at
22 the time that this was written, was
23 Fannie Mae's treasurer and was
24 responsible for Fannie Mae's Customer

1 Service Trading Desk and our early
2 funding programs, including our As Soon
3 As Pooled program that we described
4 earlier.
5 These numbers, this is from
6 memory, but are probably the numbers
7 reflecting the outstanding lines or ASAP,
8 As Soon As Pooled facility that Fannie
9 Mae had with Taylor, Bean & Whitaker.
10 It --
11 Q. Okay.
12 A. I'm sorry.
13 Q. No. Please go ahead.
14 A. I was just going to finish
15 by saying it starts with an outstanding
16 balance as of, I assume, the morning of
17 the 8th of April, and then it goes down
18 to what was still unallocated at that
19 time.
20 Q. There's some writing right
21 underneath your calculations. What is
22 that?
23 A. "60 loans have data problems
24 or missing notes."

1 Q. Do you know what that's in
2 reference to, other than TBW?
3 A. I know it's regarding
4 Taylor, Bean & Whitaker, but I couldn't
5 tell you what those 60 loans represent.
6 Q. On the second page of
7 Exhibit 19, I can't read those first few
8 lines. If you -- would you mind?
9 A. Sure.
10 "April 9th, 2002, Taylor,
11 Bean & Whitaker. Received message from
12 (b) (7)(C) [redacted] office."
13 (b) (7)(C) [redacted] was a Fannie Mae -- was a
14 Fannie Mae director working for (b) (7)(C)
15 (b) (7)(C) I think (b) (7)(C) [redacted] was his
16 administrative assistant.
17 Q. Okay.
18 A. "...regarding Colonial Bank
19 call. Cathy Kissick --" that's circled.
20 I believe Cathy Kissick was an officer at
21 Colonial Bank. "Concerned if 'there is
22 fraud involved'."
23 There's a phone number and a
24 date and time -- or a time, excuse me.

1 "10:20 p.m.," it looks like.
2 Q. Okay.
3 A. The phone number is
4 407-835-6622. It then reads, (b) (7)(C)
5 explained termination status. Did not
6 provide reasons for action." (b) (7)(C) is
7 probably a reference to (b) (7)(C) [redacted],
8 who is our legal counsel involved in this
9 case, and the statement is probably with
10 regard to (b) (7)(C) returning the call to
11 Cathy Kissick explaining what I just
12 said, the termination status of Taylor,
13 Bean & Whitaker.
14 Q. Do you recall speaking to
15 Kathy Kissick involving this matter?
16 A. Yes.
17 Q. Do you recall why she was
18 concerned that there was fraud involved?
19 A. Yes. Cathy Kissick, in her
20 capacity at Colonial Bank, was
21 responsible for a warehouse lending
22 relationship that Colonial Bank had with
23 Taylor, Bean & Whitaker. So in her
24 capacity, and with interest in mind, she

1 was actively involved in this particular
2 set of activities regarding Taylor, Bean
3 & Whitaker.
4 Q. Did she ever, to your
5 knowledge, provide any reference as to
6 the fraud, itself?
7 A. She did not provide any
8 references to me regarding fraud.
9 Q. Did you ever provide any to
10 her?
11 A. Not that I know of.
12 Q. Okay. Going down, the next
13 time I see, it's about midway down, I see
14 a mention of Cathy. Do you see that?
15 A. Yes.
16 Q. If you could, please read?
17 A. It says, "Cathy - high
18 maintenance account but not bad." "Bad"
19 is underlined. "'This violates the
20 warehouse line agreement.' She will work
21 with her counsel and Lee to propose a
22 workout agreement. Her counsel - (b) (7)(C)
23 (b) (7)(C) "
24 Q. Okay. With regard to -- do

1 you know what she's referring to? I
2 mean, do you have firsthand knowledge?
3 A. I believe that this is still
4 a reference to Cathy Kissick. I think
5 the "high maintenance account" was a
6 description, her description, of Taylor,
7 Bean & Whitaker, as well as her
8 assessment, "but not bad." The quote, I
9 believe, is a reference to the warehouse
10 line agreement between Taylor, Bean &
11 Whitaker and Colonial Bank, and the
12 reference to her counsel and Lee coming
13 up with a workout agreement was her
14 statement that a -- an agreement of some
15 sort needed to be created and executed to
16 address the issues that were at hand with
17 Colonial Bank.
18 Q. Do you recall when you wrote
19 "this violates the warehouse agreement,"
20 what "this" was?
21 A. I would assume "this" refers
22 to the termination of Taylor, Bean &
23 Whitaker, but I'm not sure.
24 Q. Over on, which I guess this

1 is the third page, it says, "3 p.m. (b) (7)(C)
2 (b) (7)(C) - Lee Farkas asked three
3 questions."
4 A. Yes.
5 Q. Could you read number 1. I
6 can't make that one out.
7 A. It says, "(1.) Would we
8 allow a voluntary termination in order to
9 allow him to work with his warehouse
10 lender."
11 Q. Did Fannie Mae consider
12 allowing a voluntary termination; do you
13 recall?
14 A. I don't recall. And this
15 was a conversation that (b) (7)(C) [redacted] had
16 with Lee Farkas. I was not a party to
17 the conversation.
18 Q. So then this -- your notes
19 memorialized your subsequent conversation
20 with Keith Sweat?
21 A. Correct.
22 Q. I see.
23 A. Based on what I'm reading
24 here, that's the way I would --

1 Q. Okay.
2 A. -- recall it.
3 Q. Okay. And then down at the
4 bottom of the page, it says, "4:30 ASAP
5 $8.5 million outstanding"?
6 A. Correct.
7 Q. Okay. Is that, in your
8 corporate capacity, is that a high number
9 of outstanding on an ASAP line?
10 [redacted] (b) (7)(C) Objection to form.
11 THE WITNESS: Yeah. What
12 this reflects -- the times on the
13 left-hand side are probably the
14 times that I wrote down the notes.
15 BY [redacted] (b) (7)(C):
16 Q. Okay.
17 A. The ASAP line was a
18 reconciliation nightmare in that there
19 were loans moving in and out of this
20 line, difficult challenges with regard to
21 what was eligible, what was ineligible;
22 what had been repaid, what hadn't been
23 repaid; what needed to be repurchased,
24 what wasn't repurchased.

1 And throughout the course of
2 each of these days, at periodic points
3 throughout the day, we would call to get
4 an update on exactly what the status of
5 that line was.
6 Q. Okay.
7 A. The 4:30 reference was
8 probably 4:30 in the afternoon on that
9 date. There was approximately $8.5
10 million of funding outstanding on the
11 ASAP line. And the rest of the
12 references are probably from a
13 conversation that I had with our
14 treasurer's office.
15 Q. During April of 2002, did
16 the termination of Taylor, Bean &
17 Whitaker consume a lot of your time?
18 A. Oh, yes.
19 Q. On the seventh page of this
20 document, which is -- I'll give you the
21 Fannie Mae number. It's 0020337.
22 A. Yes.
23 Q. Down on 4/12, can you read
24 the first two lines of that?

1 A. Sure. It says, "10 a.m.
2 call with (b) (7)(C) [redacted]
3 (b) (7)(C). Requested 'inactive' seller
4 servicer number." Do you want me to keep
5 going?
6 Q. Please.
7 A. "Current status of TBW -
8 Chase is not backing out of position.
9 They (Chase) are encouraged. (b) (7)(C) will
10 probably 'leave soon.' RFC added another
11 $48 million in credit."
12 "FRE" is a reference to
13 Freddie Mac. That's their stock symbol.
14 "[Freddie Mac] meetings are
15 going well. (b) (7)(C) [redacted] is very
16 supportive. Lee asked (b) (7)(C) to leave
17 last month, but rescinded his request and
18 wants him to leave. Lee wants to 'do the
19 right thing'."
20 Q. Okay. Do you know -- do you
21 recall what that reference is to doing
22 the right thing?
23 A. I really don't, no.
24 Q. Okay. Did TBW ever explain

to you why they wanted to be listed or requested inactive status?

A. I don't recall if they explained it directly, but I assume I know why.

Q. Okay. What was your assumption?

(b) (7)(C) [redacted]: Objection to form.

THE WITNESS: That would be beneficial to them over termination.

BY (b) (7)(C) [redacted]:

Q. Trying to find the ones I couldn't read. Okay. On what will be marked Fannie Mae slash TBW 0020340 --

A. Yes.

Q. -- do you see that?

A. Yes.

Q. The 4/17 entry --

A. Yes.

Q. -- could you read that first part, please?

A. Sure.

"(b) (7)(C) [redacted]

1 (COO) has resigned, but is still on the
2 property. I asked (b) (7)(C) to have (b) (7)(C)
3 and/or (b) (7)(C) with (b) (7)(C) on Thursday and
4 Friday."
5 Q. Do you recall --
6 A. Excuse me.
7 Q. -- why you did that?
8 A. Why I asked (b) (7)(C) --
9 Q. (b) (7)(C) if he -- to go with
10 (b) (7)(C) on Thursday and Friday?
11 A. I don't recall.
12 Q. Okay. What was, in your
13 corporate capacity, Fannie Mae's reaction
14 to (b) (7)(C) [redacted] resigning during this
15 termination process?
16 A. One of surprising concern.
17 This would be consistent with other
18 personnel changes that were going on at
19 the time at a very high level at Taylor,
20 Bean & Whitaker that were just irregular.
21 Q. Why would that be a concern
22 to Fannie Mae of high level turnover at
23 TBW?
24 A. Well, our business model is

1 based upon representations, warranties
2 and the confidence that we have in an
3 institution to live up to those
4 representations and warranties. We put a
5 lot of value in the management and
6 executives at each one of these customers
7 that we do business with; and to have a
8 lot of turnover within an organization at
9 a high level within a short period of
10 time is something that we consider
11 important and significant that is worthy
12 of additional attention on our part.
13 Q. Okay. I invite your
14 attention to Fannie Mae-TBW 0020342.
15 These last few pages are kind of rough
16 for me to read.
17 A. Well, same here. These are,
18 you know, definitely my notes, but these
19 are photocopies of photocopies, and
20 likely taken either while I was in a car
21 or, you know, possibly even on an
22 airplane. I'm not sure.
23 Q. Okay.
24 A. Do you want me to read any

1 part of this?
2 Q. The first part, the 3:30
3 p.m.
4 A. Yes. "4/19, 3:30 p.m., call
5 with Farkas, (b) (7)(C) at RFC," that's a
6 reference to an officer at Residential
7 Funding Corporation.
8 Q. Okay.
9 A. RFC. And Cathy, this is the
10 same Cathy previously referred to at
11 Colonial Bank. "It's clear from all
12 three of you that everyone is trying to
13 maximize the proceeds on the sale of
14 TBW's servicing portfolio. It's unusual
15 for Fannie Mae to have left a servicing
16 portfolio of this size in..."
17 There's then a -- there's
18 "Lee" with an arrow going off to the
19 left, and it says "Lee --" sorry, I'm
20 having a hard time with this. Something
21 "TBW today," and "produce evidence of a
22 sale. Lee, are you comfortable with us
23 discussing a proposal with RFC and
24 Colonial, at this time."

1 That -- that triggers
2 something in my memory.
3 We had been asked to
4 participate on a phone call at Lee
5 Farkas' request with two other parties,
6 RFC and Colonial Bank. It's our policy
7 not to discuss any details concerning our
8 relationship with our customers with
9 anyone other than our customer.
10 In order to have any kind of
11 conversation with RFC or Colonial that
12 would involve the details pertaining to
13 Taylor, Bean & Whitaker, our termination
14 or our servicing portfolio, we would have
15 required, in the course of business,
16 their permission to do so. And that's
17 what that reference is.
18 Q. Okay. Do you recall now,
19 did you subsequently have that
20 conversation with RFC and Colonial?
21 A. I remember this conference
22 call, yes.
23 Q. Do you recall what happened
24 during that conference call?

1 A. I do not.
2 Q. Okay. Then if you would,
3 just over to the last page, if you could
4 read that one part.
5 A. This is May 7th, 2002.
6 "(b) (7)(C) called to discuss potential scope
7 of FHA loans without MICs."
8 (b) (7)(C) [redacted], our
9 attorney. MICs are mortgage insurance
10 certificates.
11 "3 out of 3 EPDs," EPDs are
12 early payment defaults, "were FHAs
13 without MICs." That means they're
14 FHA-insured loans that don't have the
15 proper mortgage insurance certificates
16 that they should have.
17 "190 FHAs --" that's 190 FHA
18 loans, "potentially without MICs,"
19 without mortgage insurance certificates.
20 "Need to check with FHA on those --" or
21 "on these and 510 others. Potential
22 $10-12 million exposure."
23 And this is, you know, to
24 summarize, a reference to a large number

1 of FHA-insured loans that should have
2 had, and didn't have, apparently, FHA
3 insurance.
4 Q. Okay. In your corporate
5 capacity, what was Fannie Mae's reaction
6 to this information from (b) (7)(C) [redacted]
7 A. Well, this would be
8 alarming. We should never be delivered
9 FHA loans that aren't FHA insured. They
10 would be ineligible for sale to Fannie
11 Mae. Sorry.
12 Q. What would be the recourse
13 back, once you made this discovery?
14 (b) (7)(C) [redacted]: Objection to form.
15 THE WITNESS: Sorry.
16 BY (b) (7)(C) [redacted]:
17 Q. What would Fannie Mae's
18 response be to information like this?
19 (b) (7)(C) [redacted] Same objection.
20 BY (b) (7)(C) [redacted]:
21 Q. In your corporate capacity,
22 what would --
23 A. We would typically demand
24 repurchase of any loans that were in this

1 category.

2 (b) (7)(C) [redacted]: Okay. Thank

3 you.

4 - - -

5 (Email, Bates Nos. FNM-TBW

6 0012223 and 0012224, marked for

7 identification as Exhibit No. 20.)

8 - - -

9 BY (b) (7)(C) [redacted]:

10 Q. Now showing you what has

11 been marked as Oppenheimer Exhibit No.

12 20.

13 A. Okay.

14 Q. Exhibit No. 20 is an email

15 from April 5th, 2002, from (b) (7)(C) [redacted] to

16 you; is that correct?

17 A. Correct.

18 Q. Along with others.

19 At the bottom, and over onto

20 the second page of this exhibit, it deals

21 with the security. Is that the security

22 that you referenced earlier as far as

23 like a security force?

24 A. It was a security guard.

1 Q. Guard?
2 A. Yes.
3 Q. Do you recall how many
4 security guards were there?
5 A. I believe we had one guard
6 on at one time.
7 Q. One guard at one time.
8 Okay. Do you know how long the guard
9 stayed? Was it 24/7? I'm asking you.
10 A. I don't recall exactly.
11 - - -
12 (Email, Bates Nos. FNM-TBW
13 0012219 and 0012220, marked for
14 identification as Oppenheimer
15 Exhibit No. 21.)
16 - - -
17 BY (b)(7)(C) [redacted]
18 Q. Now showing you what has
19 been marked as Oppenheimer Exhibit No.
20 21.
21 A. Okay.
22 Q. Do you recall receiving
23 this, Mr. Oppenheimer?
24 A. Yes.

1 Q. Okay. And what is the
2 context that you received Oppenheimer
3 Exhibit No. 21 from (b) (7)(C) [redacted] on
4 Sunday, April 7th, 2002; do you recall?
5 A. The context was an update on
6 the status of our relationship with
7 Taylor, Bean & Whitaker.
8 Q. Okay. She goes through, and
9 it appears that she is reciting an event
10 that happened on April 4th, 2004.
11 (b) (7)(C) [redacted]: No.
12 BY (b) (7)(C) [redacted]:
13 Q. April 4th, 2002. Thank you.
14 Do you see that,
15 Mr. Oppenheimer?
16 A. Yes, I do. That's correct.
17 That would be my conclusion.
18 Q. And then she says the
19 highlights of meeting. Do you see who
20 all was involved --
21 A. Yes, I do.
22 Q. -- in this? It appears, and
23 make sure that I say this correctly, "Ray
24 Bowman (Secondary), (b) (7)(C) [redacted] (COO),

1 (b) (7)(C) [redacted] (Servicing Director), (b) (7)(C)
2 (b) (7)(C) (Servicing VP), (b) (7)(C) [redacted],
3 (b) (7)(C) [redacted] and branch office
4 managers from Chicago, California, all
5 five [...] branches, all Georgia branches
6 --" excuse me, "all 8 Georgia branches,
7 New Mexico, Nevada, North Carolina, and
8 Illinois."
9 A. Yes. These were all Taylor,
10 Bean & Whitaker personnel.
11 Q. Okay. The second bullet
12 point there, could you read that, please?
13 A. Yes. "Cause was 8 loans
14 previously repurchased from GMAC and in
15 inadvertently sold to us in his name."
16 Q. Do you know what that is in
17 reference to?
18 A. I believe so.
19 Q. Okay. What -- what is it?
20 A. I believe that's a reference
21 to a number of loans that were delivered
22 to Fannie Mae from Taylor, Bean &
23 Whitaker that were in the name of Lee
24 Farkas as the borrower.

1 Q. Was that the cause of Fannie
2 Mae's termination of TBW?
3 (b) (7)(C) [redacted]: Objection to form.
4 BY (b) (7)(C) [redacted]:
5 Q. Based -- Mr. Oppenheimer, in
6 your corporate status here, today, was
7 that the cause, the eight loans?
8 A. The delivery of ineligible
9 loans was one of several reasons that we
10 terminated their contract.
11 (b) (7)(C) [redacted]: Same objection.
12 BY (b) (7)(C) [redacted]:
13 Q. In laying out these
14 processes that are embolded on the first
15 and second page of Exhibit No. 21, are
16 these -- do you know if these are what
17 Fannie Mae is doing, or what TBW intends
18 to do?
19 A. This is a proposal from our
20 servicing consultant at Fannie Mae
21 outlining the plan that she is proposing,
22 excuse me, for monitoring the Taylor,
23 Bean & Whitaker servicing portfolio for
24 the weeks of April 15th -- actually, it's

1 the same week. It is for the week of
2 April 15th.
3 Q. Do you recall how you
4 responded to this email with regard to
5 her outline?
6 A. I don't recall. I believe I
7 concurred and approved her plan, but I
8 don't -- I don't remember exactly.
9 - - -
10 (Fax Transmittal Sheet with
11 handwritten notes, attached letter
12 dated April 8, 2002, to Kissick
13 from Oppenheimer, Bates Nos. RFC
14 013820 and 013821 Confidential,
15 marked for identification as
16 Oppenheimer Exhibit No. 22.)
17 - - -
18 BY (b) (7)(C) [redacted]:
19 Q. Mr. Oppenheimer, I'm now
20 showing you what has been marked as
21 Oppenheimer Exhibit No. 22.
22 On the second page of
23 Oppenheimer Exhibit No. 22, there's a
24 letter from you to Cathy Kissick dated

1 April 8th, 2002; is that correct?
2 A. Correct.
3 Q. Why would you send this
4 letter, Mr. Oppenheimer?
5 A. This letter was either
6 requested -- excuse me. This letter was
7 either requested by Colonial Bank or
8 Taylor, Bean & Whitaker, would be my
9 assumption.
10 Q. Is this not -- this is not a
11 standard letter for Fannie Mae?
12 A. Unless required to, we
13 wouldn't notify a third party of a
14 termination again.
15 - - -
16 (Email, Bates No. RFC 014731
17 Confidential, marked for
18 identification as Oppenheimer
19 Exhibit No. 23.)
20 - - -
21 BY (b) (7)(C) [redacted]:
22 Q. Now showing you what has
23 been marked as Oppenheimer Exhibit No.
24 23.

1 A. Okay.
2 Q. Mr. Oppenheimer, this is an
3 email from Lee Farkas, CEO, Taylor, Bean
4 & Whitaker to (b) (7)(C) on Thursday,
5 April 11th, 2002.
6 Do you see that?
7 A. I do.
8 Q. Okay. And from the last
9 full paragraph, before the salutation,
10 I'm going to read that, if you'll just
11 follow along with me.
12 "The truth is that Fannie
13 Mae is not finding one thing wrong with
14 anything here. This is evidenced by the
15 fact that (b) (7)(C) (our Fannie Mae
16 servicing rep) was supposed to stay here
17 full time with the servicing portfolio,
18 and is now only coming on Fridays. Cathy
19 wants me to get Fannie Mae to make some
20 statement regarding this, and they will
21 not. The lawyers will not allow it."
22 Did I read that correctly?
23 A. Yes, you did.
24 Q. Okay. I invite your -- ask

1 you to look back at the Exhibit No. 21,
2 if you would.
3 A. Yes.
4 Q. And this is the exhibit from
5 (b) (7)(C) [redacted], correct, to you?
6 A. Correct.
7 Q. And in there, she outlines
8 the days that she is actually going to be
9 at TBW; is that correct?
10 A. Correct.
11 Q. It's in the bold print; is
12 that right, on the first and second page?
13 A. Yes, correct.
14 Q. And if you could just read
15 the bold print for me, I would appreciate
16 it.
17 A. "Week of 4/8/02 servicing
18 consultant on location to ensure all
19 custodial processes effected by the
20 change in status are running smoothly, as
21 well as continue to observe management's
22 activity.
23 "Beginning with week
24 4/15/02, servicing consultant will

1 monitored remotely Monday through
2 Wednesday as follows," and then the next
3 bold font is "Beginning with week of
4 4/15/02, servicing consultant will be on
5 location each Thursday and Friday to,"
6 and then there's some detail behind that.
7 Q. So based upon Oppenheimer
8 Exhibit No. 21, (b) (7)(C) [redacted] had only
9 planned on being there part time; is that
10 correct?
11 (b) (7)(C) [redacted] Objection to form.
12 THE WITNESS: That is
13 correct, for the week of the 15th
14 of April.
15 BY (b) (7)(C) [redacted]:
16 Q. Okay. And with regard --
17 referring you back to Exhibit No. 23, the
18 first sentence of that paragraph that I
19 read, "The truth is that Fannie is not
20 finding one thing wrong with anything
21 here," did I read that correct?
22 A. You did.
23 Q. Did Fannie Mae find anything
24 wrong at Taylor, Bean & Whitaker while it

1 was there in April of 2002?
2 (b) (7)(C) [redacted]: Objection to form.
3 THE WITNESS: Yes.
4 BY (b) (7)(C) [redacted]:
5 Q. Okay. And what were some of
6 those things that they found wrong?
7 A. Well, they're contained in
8 many of the documents we've already gone
9 over. Ineligible loans -- do you want me
10 to answer?
11 Q. Yes, please.
12 A. Ineligible loan deliveries,
13 lack of controls, lack of procedures,
14 custodial funds in accounting,
15 inaccuracies, FHA loans that were not
16 properly documented with mortgage
17 insurance certificates, the delivery of
18 ineligible loans in the title of the
19 president of the company, and a variety
20 of other things.
21 Q. Okay. Thank you.
22 - - -
23 (Letter dated April 15,
24 2002, to Oppenheimer from Kissick,

1 Bates Nos. FNM-TBW 0020535 and
2 0020536, marked for identification
3 as Oppenheimer Exhibit No. 24.)
4 - - -
5 BY (b) (7)(C) [redacted]:
6 Q. Mr. Oppenheimer, I'm now
7 showing you what has been marked
8 Oppenheimer Exhibit No. 24.
9 A. Okay.
10 Q. Mr. Oppenheimer, do you
11 personally remember receiving this
12 letter --
13 A. Yes, I do.
14 Q. -- which is Exhibit No. 24?
15 And who is it from?
16 A. This is from Cathy --
17 Catherine L. Kissick of Colonial Bank.
18 Q. And to your knowledge, is
19 that the same person that we've referred
20 to earlier as "Cathy" in your notes?
21 A. I believe so, yes.
22 Q. What was your response to
23 this letter when you saw it?
24 A. I referred this letter to

1 our legal counsel to draft a response.
2 And I guess my other two reactions were,
3 one, this is highly unusual. I've never
4 been contacted by a warehouse bank in
5 this capacity before. And, two, there
6 was no -- there was no reason for us to
7 follow through with the actions that were
8 being recommended at that time.
9 Q. Okay. And so we could just
10 dig a little bit deeper into that, in
11 your view, what were the actions being
12 recommended in article -- excuse me, in
13 Exhibit No. 24?
14 A. The request to basically
15 rescind or resume -- let me find it here.
16 The request is for Fannie Mae to permit
17 Taylor, Bean & Whitaker to retain its
18 seller servicer status, albeit in an
19 inactive status, until Fannie Mae chooses
20 to resume a business relationship with
21 Taylor, Bean & Whitaker, and we also
22 asked that Fannie Mae extend the deadline
23 for Taylor, Bean & Whitaker's signed
24 Purchase and Sale Agreement until May

1 10th, 2002; the second part of which, by
2 the way, I think we were accommodating in
3 renegotiating the timelines for the sale
4 and dispositioning of the service
5 portfolio.
6 Q. Okay. In your corporate
7 capacity, what was Fannie Mae's decision
8 not to accommodate with regard to the
9 termination status?
10 A. We had serious breaches of
11 contract that required our termination of
12 our relationship with Taylor, Bean &
13 Whitaker.
14 Q. Thank you.
15 - - -
16 (Email, Bates No. RFC 005830
17 Confidential, marked for
18 identification as Oppenheimer
19 Exhibit No. 25.)
20 - - -
21 BY (b) (7)(C) [redacted]:
22 Q. Now showing you what has
23 been marked as Oppenheimer Exhibit No.
24 25.

1 A. Okay.
2 Q. Exhibit No. 25 is an email
3 from Lee Farkas to (b)(7)(C) [redacted] dated
4 Wednesday, July 3, 2002; is that correct?
5 A. Correct.
6 Q. And I think you said
7 previously, but if you would, do you know
8 who (b)(7)(C) [redacted] is?
9 A. I've never met her, but I
10 believe she represents RFC.
11 Q. Okay. In the second
12 paragraph, if you just follow along with
13 me, it says: "Please understand since
14 April 1, when Fannie Mae took their
15 unnecessary, heavy-handed actions, we've
16 been under 'siege' from every angle."
17 Did I read that correctly?
18 A. Correct.
19 Q. And, Mr. Oppenheimer, I just
20 wanted to ask you this. The actions, in
21 your corporate capacity, the actions that
22 Fannie Mae took on April 1, and
23 subsequent thereto, up until July 2002,
24 the termination that took place with TBW,

1 was it any different from any other
2 termination that Fannie Mae has
3 conducted?
4 (b) (7)(C) [redacted]: Objection to form.
5 THE WITNESS: The
6 circumstances were different, but
7 the process was consistent with
8 the process we follow for all
9 terminations.
10 BY (b) (7)(C) [redacted]:
11 Q. And then in the next
12 paragraph, the third sentence -- or
13 excuse me. The third paragraph says:
14 "Of course we have [our] problems," and
15 this is Mr. Farkas writing. "We know
16 that. Our main problem is data integrity
17 and systems. We know that."
18 Would you agree with that
19 position that's advocated there by
20 Mr. Farkas?
21 A. I would agree that they had
22 data integrity and systems problems. I
23 would agree with that.
24 - - -

1 (Email, Bates Nos. FNM-TBW
2 0020497 and 0020498, marked for
3 identification as Oppenheimer
4 Exhibit No. 26.)
5 - - -
6 BY (b) (7)(C) [redacted]:
7 Q. Mr. Oppenheimer, I'm showing
8 you what has been marked as Oppenheimer
9 Exhibit No. 26.
10 A. Okay.
11 Q. Do you recall receiving this
12 email from (b) (7)(C) [redacted]?
13 A. I'm sure I did. I don't
14 recall.
15 Q. Okay. But she did send you
16 an email?
17 A. Oh, yes. I definitely
18 recognize this as an email from (b) (7)(C)
19 (b) (7)(C) to me.
20 Q. Underneath it, it says --
21 it's from her email, but it says "THIS
22 MESSAGE IS FROM (b) (7)(C), NOT (b) (7)(C)." Do
23 you know who (b) (7)(C) would be?
24 A. I would assume that that's

1 (b) (7)(C) [redacted] our Director of Mortgage Loan
2 Servicing, who may have been using
3 (b) (7)(C) laptop, or for some reason
4 communicating through her email.
5 Q. While they were in Ocala?
6 (b) (7)(C) [redacted]: Objection to form.
7 THE WITNESS: Could be, if
8 it's April 9th. I'm not sure.
9 BY (b) (7)(C) [redacted]:
10 Q. I'd like to walk through
11 this email with you, if you don't mind.
12 The second sentence, if you will, or the
13 second paragraph, it says these are the
14 number for potential holdbacks, and then
15 it lists four there for a total of 3.8
16 million.
17 What were you looking for as
18 far as potential holdbacks? What were
19 those issues and concerns that Fannie Mae
20 had there, in your corporate capacity?
21 A. We would look to -- we would
22 look to recover, from the proceeds of any
23 sale of servicing, monies that are due to
24 Fannie Mae for a variety of different

1 reasons. These four categories and
2 others represent the types of claims or
3 reasons we would have to withhold funds
4 from a servicing sale of a terminated
5 servicer.
6 Q. Okay. And then it appears
7 that he, (b) (7)(C) that is, broke down these
8 1, 2, 3, 4, and put them into headings
9 afterwards.
10 A. Yes.
11 Q. Do you see that?
12 A. Yes, I do.
13 Q. Okay. The first one is
14 "detail for potential repurchases."
15 Could you walk me through that section,
16 please, sir?
17 A. Yes. These would be
18 loans --
19 (b) (7)(C) [redacted]: Objection to form.
20 THE WITNESS: Sorry. These
21 would be loans for which Fannie
22 Mae would require repurchase from
23 Taylor, Bean & Whitaker.
24 "One repurchase in process,

1 $84,492," that probably represents
2 one loan where a repurchase
3 request was already sent to
4 Taylor, Bean & Whitaker.
5 "Eight EPDs and NUC to be
6 reviewed, $768,354," this would be
7 eight loans that represent early
8 payment defaults. That means that
9 the borrowers stopped making their
10 mortgage payments within the first
11 year of the loan being created.
12 That usually suggests that there's
13 something materially wrong with
14 the loan, and that the loans were
15 being reviewed by our National
16 Underwriting Center, NUC. So
17 those could be potential
18 repurchase requests.
19 And then, finally, "Eight to
20 nine repurchases from PPRs,
21 $892,053." PPRs are post-purchase
22 reviews, and in the normal course
23 of business with Fannie Mae, we
24 don't look at every loan that gets

1 delivered to us. We assume that
2 every single loan has been
3 originated to our standards. But
4 we randomly sample loans and then
5 we review them. That's called a
6 post-purchase review.
7 In this particular case,
8 there's an asterisk next to this
9 that says: "PPRs based on 42
10 loans inhouse to be reviewed. We
11 applied TBW's average 12-month
12 average significant findings
13 percentage on PPRs of 20 percent
14 to the 42 loans to estimate eight
15 to nine potential repurchases."
16 All that means is that there
17 were 42 loans awaiting our review.
18 Our experience with Taylor,
19 Bean & Whitaker for the previous
20 12 months suggests that 20 percent
21 of their loans, which is a very
22 high number, would normally be
23 considered significant findings,
24 meaning that they were not

1 eligible for delivery to Fannie
2 Mae. And what (b) (7)(C) did here was
3 he multiplied 20 percent on the 42
4 loans that were pending review to
5 make an assumption that eight or
6 nine of those loans might
7 ultimately go into repurchase
8 request.
9 And then it says, "Total
10 1,744,899."
11 BY (b) (7)(C) [redacted]:
12 Q. I'd like to develop that
13 last sentence a little bit more. "TBW's
14 12-month average significant finding
15 percentage on PPRs of 20 percent," I'm
16 sorry, could you just explain that one
17 more time?
18 A. Sure. We don't review loans
19 prior -- do you want me to wait for the
20 tape?
21 Q. No.
22 A. We don't review loans prior
23 to delivery to Fannie Mae. We assume,
24 and in our contract require, that every

1 loan that's originated meet our
2 underwriting credit standards. It's a
3 delegation.
4 And then after review, after
5 delivery, rather, post purchase, we then
6 sample a population of loans that have
7 been delivered, and then we underwrite
8 them to make sure that they, in fact,
9 were compliant with our guidelines.
10 So post-purchase reviews
11 represent those loans that we've selected
12 for underwriting review after the loans
13 have been delivered. 20 percent suggests
14 that for the 12 months prior to this
15 message, one out of every five Taylor,
16 Bean & Whitaker loans coming to Fannie
17 Mae, 20 percent, resulted in a
18 significant finding, meaning that those
19 loans had a significant underwriting or
20 credit deficiency making them ineligible
21 for sale to us.
22 In other words, they should
23 have never been delivered to us. So that
24 20 percent number, a historical average,

1 was applied to the population of loans
2 that were pending our review because we
3 would assume that their performance for
4 this population would be consistent with
5 what the performance had been for the
6 previous year.
7 (b) (7)(C) [redacted]: Okay. Thank
8 you.
9 THE VIDEOGRAPHER: We're
10 going off the record. The time is
11 1:26 p.m. This is the end of Tape
12 3 of the deposition of Zach
13 Oppenheimer.
14 (A recess was taken.)
15 THE VIDEOGRAPHER: Back on
16 the record. The time is 1:35 p.m.
17 This is the start of Tape 4 of the
18 deposition of Zach Oppenheimer.
19 BY (b) (7)(C) [redacted]:
20 Q. Mr. Oppenheimer, referring
21 you back to Oppenheimer Exhibit No. 26.
22 A. Yes.
23 Q. On the second page of this
24 exhibit, under the heading "Detail For

1 Potential Investor Claim," do you see
2 that?
3 A. Yes, I do.
4 Q. Could you explain that to
5 me?
6 (b) (7)(C) [redacted]: Objection to form.
7 THE WITNESS: I'll try.
8 An investor claim typically
9 represents the claim of an MBS
10 investor, a party that's purchased
11 a Fannie Mae mortgage-backed
12 security for compensation for some
13 reason. The reference here is
14 that there were 12 loans delivered
15 in error by Taylor, Bean &
16 Whitaker into two different Fannie
17 Mae MBS pools. It says the loans
18 were repurchased by Taylor, Bean &
19 Whitaker from a second pool,
20 suggesting that there's the
21 possibility of an investor claim.
22 If an investor buys a
23 security, for example, and pays a
24 premium for that security, in

1 loans repurchased which shouldn't
2 have been delivered in the first
3 place, they get repaid at par, so
4 they suffer a financial loss
5 because of the delivery of
6 ineligible loans that shouldn't
7 have been in the pool to begin
8 with.
9 And sometimes we get
10 investor claims to -- on the part
11 of an investor to recoup their
12 losses for that type of activity.
13 I believe that's the reference
14 here.
15 BY (b) (7)(C) [redacted]:
16 Q. Okay. When you received
17 Oppenheimer Exhibit No. 26, what was your
18 reaction to the, as it's listed, detail
19 for potential investor claim?
20 [redacted] (b) (7)(C) Objection to form.
21 THE WITNESS: I can't recall
22 my reaction to that, but my
23 reaction to the entire document
24 was to make sure that we were

1 adequately calculating or
2 estimating these potential dollars
3 so that we would have the correct
4 number to apply to the sale of the
5 servicing portfolio to recoup and
6 recover these expenses.
7 BY (b) (7)(C) [redacted]:
8 Q. Mr. Oppenheimer, do you
9 recall there being a lot of repurchase
10 activity during April of 2002 between
11 Fannie Mae and TBW?
12 A. Yes.
13 Q. And do you know why that is?
14 A. Well, in that month in
15 particular, we were reconciling a large
16 volume of loans that were in Fannie Mae
17 ASAP lines, as well as addressing loans
18 in the normal course of business in our
19 relationship with Taylor, Bean &
20 Whitaker.
21 - - -
22 (Email, Bates Nos. FNM-TBW
23 0020489, marked for identification
24 as Oppenheimer Exhibit No. 27.)

1 - - -

2 BY (b) (7)(C) [redacted]:

3 Q. Now showing you what's been

4 marked as Oppenheimer Exhibit No. 27.

5 A. Okay.

6 Q. And ask you to review that,

7 sir.

8 A. Yes.

9 Q. This is an email from (b) (7)(C)

10 (b) (7)(C); is that correct?

11 A. Correct.

12 Q. To you, April 12th, 2002?

13 A. Yes, that's correct.

14 Q. And it states: "We received

15 a wire for $1,436,843 today for the loans

16 bought back by TBW."

17 Did I read that correct?

18 A. Yes, you did.

19 Q. Okay. Is that a large

20 amount to receive back from a wire for

21 loans bought back by a customer, in

22 general?

23 (b) (7)(C) [redacted]: Objection to form.

24 THE WITNESS: I mean, a

1 million dollars is a large amount
2 to anyone, but it's all relative
3 to the type of relationship or the
4 circumstances. So it's hard to
5 answer that question without
6 context.
7 BY (b) (7)(C) [redacted]:
8 Q. Okay. In the context of
9 TBW, is that a large amount?
10 (b) (7)(C) [redacted] Same objection.
11 THE WITNESS: No. I'm
12 sorry. No.
13 BY (b) (7)(C) [redacted]:
14 Q. In your corporate capacity,
15 was that a large amount for TBW to pay
16 for repurchases in April -- excuse me, on
17 April 12, 2002?
18 (b) (7)(C) [redacted]: Objection to form.
19 THE WITNESS: I've tried to
20 answer. I'm not sure I'm
21 answering correctly, or
22 understanding the question
23 correctly.
24 A million dollars is a lot

1 of money, but is a million four
2 significant, is it large in terms
3 of the relationship with Taylor,
4 Bean & Whitaker? I can't answer
5 that without knowing what these
6 loans were.
7 BY (b) (7)(C) [redacted]:
8 Q. Okay.
9 A. It's very unclear from this
10 one sentence what this represents.
11 Q. Okay. Fair enough.
12 - - -
13 (Letter dated May 8, 2002,
14 to Farkas from (b) (7)(C), with
15 attachment, Bates Nos. FNM-TBW
16 0003974 through 0003978, marked
17 for identification as Oppenheimer
18 Exhibit No. 28.)
19 - - -
20 BY (b) (7)(C) [redacted]:
21 Q. Now showing you what has
22 been marked as Oppenheimer Exhibit No.
23 28.
24 A. Okay.

1 Q. Mr. Oppenheimer, do you
2 remember seeing this letter?
3 A. I do not remember receiving
4 this letter, no.
5 Q. Okay. Have you reviewed
6 this letter?
7 A. Yes, I have.
8 Q. Okay. In your corporate
9 capacity for Fannie Mae, why did Fannie
10 Mae issue this letter through Sam Smith
11 to Taylor, Bean & Whitaker on May 8th,
12 2002?
13 (b) (7)(C) [redacted]: Objection to form.
14 THE WITNESS: The purpose of
15 the letter was to notify Lee
16 Farkas of Taylor, Bean & Whitaker
17 that there were a large number of
18 FHA loans that were delivered to
19 Fannie Mae for which we couldn't
20 find any evidence of the required
21 FHA insurance coverage being in
22 place. That, on a small number of
23 loans, is significant; that on a
24 large number of loans is very

1 significant. That's the purpose
2 of the letter.
3 And then the letter goes on
4 to request that TBW provide us
5 with proof by the 15th of May 2002
6 that all of these loans are, in
7 fact, insured and documented
8 properly for their FHA mortgage
9 insurance certificate.
10 BY (b) (7)(C) [redacted]:
11 Q. Do you -- do you know
12 whether that actually occurred?
13 A. I do not know.
14 Q. Thank you.
15 (b) (7)(C) [redacted]: And I'm one
16 short on this for some reason, so
17 I'll make you a copy, (b) (7)(C).
18 - - -
19 (Letter dated May 8, 2002,
20 to Farkas from (b) (7)(C), with
21 attachment, Bates Nos. FNM-TBW
22 0011814 through 0011820, marked
23 for identification as Oppenheimer
24 Exhibit No. 29.)

1 - - -

2 BY (b) (7)(C) [redacted]:

3 Q. Mr. Oppenheimer, I'm now

4 showing you what has been marked as

5 Oppenheimer Exhibit No. 29.

6 A. Okay.

7 Q. Okay. This -- do you

8 recognize this document?

9 A. I don't.

10 Q. Okay. Do you remember --

11 have you ever reviewed this document?

12 A. I've reviewed it, yes.

13 Q. In your corporate capacity,

14 Mr. Oppenheimer, Exhibit No. 29 is from

15 (b) (7)(C) to Lee Farkas; is that correct?

16 A. That is correct.

17 Q. Okay. And it's May 13th,

18 2002, which is around the same time as

19 the other documents that we've been

20 looking at; is that correct?

21 A. Yes, it is.

22 Q. Is this the standard -- is

23 this a standard Fannie Mae letter with

24 regard to a repurchase request?

1 (b) (7)(C) [redacted]: Objection to form.
2 THE WITNESS: The format is
3 standard. The letter obviously is
4 customized to reflect the
5 circumstances.
6 BY (b) (7)(C) [redacted]:
7 Q. And those circumstances
8 would be?
9 A. Eighteen loans that have
10 been identified as being ineligible for
11 delivery to Fannie Mae.
12 Q. And I believe you testified
13 earlier that during this time period,
14 after Fannie Mae's termination of TBW,
15 there was a large -- or there was an
16 increase, I think were your words,
17 repurchase request?
18 A. There was a large volume of
19 repurchase requests at this time that we
20 were trying to complete in -- in our
21 relationship with Taylor, Bean &
22 Whitaker.
23 Q. Okay. And just as clear as
24 I can be, in your corporate capacity, was

1 the reason for the large repurchase
2 request due to the fact that Fannie Mae
3 terminated TBW and, therefore, was
4 looking at all the files?
5 A. No.
6 (b) (7)(C) [redacted]: Objection to form.
7 THE WITNESS: Sorry.
8 BY (b) (7)(C) [redacted]:
9 Q. What was -- what was the
10 reason for the increase in repurchase
11 requests in the spring of 2002 from
12 Fannie Mae to TBW?
13 (b) (7)(C) [redacted]: Same objections.
14 THE WITNESS: I would have
15 to give you the reason for every
16 single loan to answer that
17 question. The pattern, though, is
18 that there were an increasingly --
19 there was an increase in the
20 number of loans being delivered to
21 Fannie Mae from several months
22 prior. Some of these repurchase
23 requests go back months, even
24 though they're captured in one

1 letter in May. But an increasing
2 number of loans that were
3 ineligible for delivery to Fannie
4 Mae that needed to be repurchased,
5 prior to the termination of
6 Taylor, Bean & Whitaker.
7 BY MR. MADDOX:
8 Q. Okay. That's what -- thank
9 you.
10 So is it -- in your
11 corporate capacity, was it Fannie Mae's
12 desire to resolve all of the repurchase
13 requests that were directed at TBW prior
14 to the sale that we've referenced here to
15 GMAC?
16 A. That is correct. The
17 objective was to clear all outstanding
18 repurchase requests and other obligations
19 and net that out of the proceeds from the
20 sale of the servicing portfolio.
21 Q. Thank you.
22 - - -
23 (PRIVILEGE ASSERTED -
24 Exhibit retained by Counsel,

1 Oppenheimer Exhibit No. 30.)
2 - - -
3 BY (b) (7)(C) [redacted]:
4 Q. Now showing you what has
5 been marked as Oppenheimer Exhibit No.
6 30, and I would ask you to review that,
7 sir.
8 (b) (7)(C) [redacted]: Can we go off
9 the record for a minute, please?
10 (b) (7)(C) [redacted]: Sure.
11 THE VIDEOGRAPHER: We are
12 going off the record. The time is
13 1:46 p.m.
14 (Discussion off the record.)
15 (A recess was taken.)
16 THE VIDEOGRAPHER: We're
17 back on the record. The time is
18 1:52 p.m.
19 (b) (7)(C) [redacted]: (b) (7)(C) [redacted],
20 just to confirm, we are going to
21 object to the introduction of
22 Exhibit 30, and we're going to
23 pull that back as a privileged
24 document and object to its

1 introduction, and I'm going to
2 recover all copies and instruct
3 you not to ask Mr. Oppenheimer any
4 questions about it.
5 (b) (7)(C) [redacted]: Okay. No
6 objection.
7 (b) (7)(C) [redacted]: That's fine.
8 BY (b) (7)(C) [redacted]:
9 Q. Mr. Oppenheimer, do you know
10 if Fannie Mae took part in the drafting
11 or wording of the 2002 Purchase Sale
12 Agreement between GMAC and Taylor, Bean &
13 Whitaker?
14 A. I don't recall.
15 Q. Do you know who would?
16 A. I'm sorry.
17 Q. Do you know who would know?
18 A. Who would know?
19 Q. Who would know if Fannie Mae
20 took part in revising or drafting or
21 having any input on the 2002 Purchase
22 Sale Agreement?
23 A. Our legal counsel.
24 - - -

1 (GMAC Memo dated April 19,
2 2002, Bates Nos. RFC 015219
3 through 015221 Confidential,
4 marked for identification as
5 Oppenheimer Exhibit No. 31.)
6 - - -
7 BY (b) (7)(C) [redacted]:
8 Q. I'm now showing you what has
9 been marked as Oppenheimer Exhibit No.
10 31.
11 A. Okay.
12 Q. On the second page of
13 Oppenheimer Exhibit No. 31, you see the
14 number 3 up on the top third of the page?
15 A. Yes.
16 Q. And then the second bullet
17 point says, and I'm going to read, please
18 follow along with me: [redacted] (b) (7)(C)
19 and Zach Oppenheimer, SVP, scheduled a
20 conference call at 3:30 p.m. with RFC,
21 Colonial Bank and TBW. At that call,
22 they noted they are trying hard to
23 maximize the proceeds of the sale of the
24 servicing, and in most circumstances

1 would have pulled the servicing
2 portfolio, but did not in this case.
3 They wanted to make a proposal not only
4 to protect Fannie Mae's assets, but also,
5 to do the best for all parties."
6 Did I read that correctly?
7 A. Yes, you did.
8 Q. Okay. Is that an accurate
9 statement as to your position in that
10 telephone call?
11 A. That we were working hard to
12 find --
13 Q. Yes.
14 A. -- a solution that would
15 work well? Yes. That's correct.
16 Q. The other phrase in there,
17 "and in most circumstances would have
18 pulled the servicing portfolio," is that
19 a case-by-case analysis after a
20 termination of a customer?
21 A. Yes, it is.
22 (b) (7)(C) [redacted] Objection to form.
23 BY (b) (7)(C) [redacted]:
24 Q. Do you recall whether that

1 telephone call was interrupted or not?
2 Do you remember?
3 A. I don't remember. We saw my
4 notes previously in one of your documents
5 related to this call, but I don't recall
6 the flow of that conversation.
7 Q. The next bullet point down,
8 if you would follow along with me: "TBW,
9 RFC, and Colonial agreed to discuss this
10 offer offline and resume the conference
11 call at 4:15 p.m. Together, we discussed
12 the fact that a GMACM bid was better as
13 it is the lender's desire to get a sale
14 accomplished and as RFC was already being
15 -- was already putting its reps and
16 warranties on the portfolio and as the
17 price offered by GMACM was not that far
18 off of GMACM's current market price,
19 though lower than some in the market
20 today."
21 Did I read that correctly?
22 A. Yes.
23 Q. Do you recall now having
24 that conference call and then resuming it

again after the bid?

A. No.

Q. Okay. Do you recall there being a bid letter in this case, Mr. Oppenheimer, in this -- in -- excuse me. Do you recall there being a bid letter?

A. Yes, I recall --

Q. Okay.

A. -- Taylor, Bean & Whitaker sharing a letter that they received bidding on the portfolio.

- - -

(Fax Transmittals, Servicing Sale Offering, Bates Nos. FNM-TBW 0000127 through 0000138, marked for identification as Oppenheimer Exhibit No. 32.)

- - -

BY (b) (7)(C) [redacted]:

Q. Now showing you what's been marked as Oppenheimer Exhibit No. 32.

A. Okay.

Q. Okay. Mr. Oppenheimer, have

1 you ever seen this document before?
2 A. I don't think so.
3 Q. Do you know what this
4 document is, Mr. Oppenheimer?
5 A. Yes. This is a -- I'm
6 sorry. This is a letter from Phoenix
7 Capital to Taylor, Bean & Whitaker. It
8 represents a bid by GMAC on the Fannie
9 Mae servicing portfolio that we've been
10 discussing today.
11 Q. Okay. Have you ever dealt
12 with or do you know of Phoenix Capital?
13 A. Yes. Yes to both. I know
14 of them and they are actively brokering
15 Fannie Mae servicing all the time.
16 Q. Thank you.
17 And what's the date of this
18 letter, sir?
19 A. April 19th, 2002, is the
20 date.
21 Q. And do you recall that
22 that's the date that Fannie Mae required
23 a bid?
24 A. I don't recall, but I know

1 that our bid due date had changed at
2 least once from when we first entered
3 into an agreement with Taylor, Bean &
4 Whitaker to give them sufficient time to
5 get a bid letter in.
6 Q. Thank you.
7 I have two copies.
8 - - -
9 (Purchase and Sale Agreement
10 between Taylor, Bean & Whitaker
11 Mortgage Corporation and GMAC
12 Mortgage Corporation dated May 31,
13 2002, Final Execution Copy, marked
14 for identification as Oppenheimer
15 Exhibit No. 33.)
16 - - -
17 BY (b)(7)(C) [redacted]:
18 Q. Now showing you what has
19 been marked as Oppenheimer Exhibit No.
20 33.
21 A. I'm assuming you don't want
22 me to read this, right?
23 Q. Verbatim into the record,
24 please.

1 (b) (7)(C) I'll have to
2 object to that.
3 (b) (7)(C) I object to
4 that myself.
5 BY (b) (7)(C) [redacted]:
6 Q. I just want to ask you some
7 basic questions --
8 A. Sure.
9 Q. -- about this Purchase Sale
10 Agreement. Do you recognize this as the
11 Purchase Sale Agreement between TBW and
12 GMAC, which is the basis of the lawsuit
13 that we're here about today?
14 (b) (7)(C) [redacted]: Objection to the
15 form.
16 THE WITNESS: It appears to
17 be what you just described, yes.
18 BY (b) (7)(C) [redacted]:
19 Q. Okay. On the first page,
20 after the table of contents, in the first
21 paragraph, Purchase Sale Agreement, and
22 it has "Fannie Mae" in there. Do you see
23 that?
24 A. Yes, I do.

1 Q. And if you would turn to
2 page 47 of the document --
3 A. Okay.
4 Q. -- who signed this?
5 A. There's a blank for (b) (7)(C)
6 [redacted] at GMAC, there's a blank for
7 Fannie Mae, and what I would assume is
8 Lee Farkas. It says CEO for Taylor, Bean
9 & Whitaker, but I can't read the
10 signatures.
11 Q. Go back one more page.
12 A. Page 47, you said, right?
13 Q. Yeah. There are multiple
14 47s. I'm sorry. I'm looking for the one
15 that has the signatory of (b) (7)(C)
16 A. Okay. Then we've got a page
17 47 that has signatures for GMAC and
18 Fannie Mae, but not for Taylor, Bean &
19 Whitaker. Is that the one?
20 Q. Yes.
21 A. Okay. That's (b) (7)(C) .
22 (b) (7)(C) [redacted] [redacted], III, Vice President,
23 signing for Fannie Mae.
24 Q. And so Fannie Mae was a

1 party to the -- to this Purchase Sale
2 Agreement; is that correct?
3 A. Yes, that's correct. This
4 is a purchase and sale of our Fannie Mae
5 servicing portfolio.
6 Q. Is it normal for Fannie Mae
7 to be a party to the purchase sale
8 agreement?
9 (b) (7)(C) [redacted]: Objection to form.
10 BY (b) (7)(C) [redacted]:
11 Q. Mr. Oppenheimer, based on
12 your corporate capacity as a senior vice
13 president of Fannie Mae, is it normal for
14 Fannie Mae to be a signatory of a
15 purchase sale agreement such as this?
16 A. The sale of any Fannie Mae
17 portfolio requires our consent. The form
18 of consent varies.
19 Q. Okay. With regard to --
20 well, I'll just have to go through it.
21 If you would, turn to page 16 of the
22 agreement.
23 A. 16?
24 Q. Yeah.

1 A. Okay.
2 Q. And this is 3.6 of the
3 agreement. Do you see that?
4 A. Yes.
5 Q. And it -- just the first
6 sentence reads, and if you follow along
7 with me, it's titled "Title to the
8 Servicing and Related Escrow Accounts."
9 "Investor, acting with
10 Seller, is the lawful owner of the
11 Servicing and the custodian of the escrow
12 accounts. Investor and Seller, acting
13 jointly, have the right and authority to
14 transfer the servicing as contemplated
15 hereby, subject only to the rights of the
16 Investor."
17 Did I read that correctly?
18 A. Yes, you did.
19 Q. Okay. And to your
20 knowledge, do you know if this is a
21 common agreement -- a common -- let me
22 strike that.
23 To your knowledge, as a
24 Senior Vice President of Fannie Mae and

1 in your corporate capacity here today, is
2 this a common provision in a purchase
3 sale agreement; or do you know?
4 (b) (7)(C) [redacted]: Objection to form.
5 THE WITNESS: I'm not
6 familiar with these agreements to
7 tell you whether this language is
8 common, but the principle would be
9 common.
10 BY (b) (7)(C) [redacted]:
11 Q. If you would turn to page
12 45, please --
13 A. Okay.
14 Q. -- under Section 11.11, do
15 you see that, sir?
16 A. Yes.
17 Q. It says "Third Party
18 Beneficiaries"?
19 A. Correct.
20 Q. And follow along with me.
21 It said: "This Agreement is intended for
22 the benefit of the parties hereto, and
23 Fannie Mae, only. Except for Fannie Mae,
24 there shall be no third party

1 beneficiaries hereof."
2 Did I read that correctly?
3 A. Yes, you did.
4 Q. Based on your review of
5 these sections of the 2002 Purchase Sale
6 Agreement, do you now know if Fannie Mae
7 took any part in drafting of this
8 agreement, or have any interest in it?
9 A. No, I don't know.
10 (b) (7)(C) [redacted]: Why don't we
11 take a break real quick, if you
12 don't mind.
13 THE WITNESS: Sure.
14 THE VIDEOGRAPHER: We're
15 going off the record. The time is
16 2:08 p.m.
17 (A recess was taken.)
18 THE VIDEOGRAPHER: We're
19 back on the record. The time is
20 2:17 p.m.
21 - - -
22 (Memo dated April 9, 2002,
23 to [redacted] (b) (7)(C) from
24 Zach Oppenheimer, Bates Nos.

1 FNM-TBW 0006700 and 0006701,
2 marked for identification as
3 Oppenheimer Exhibit No. 34.)
4 - - -
5 BY (b) (7)(C):
6 Q. Mr. Oppenheimer, I would
7 like to show you what has been marked as
8 Oppenheimer Exhibit No. 34 and ask you to
9 look at that, sir.
10 A. Okay. I'm familiar with
11 this.
12 Q. Do you remember drafting
13 this, Mr. Oppenheimer?
14 A. I do.
15 Q. And could you tell me who
16 (b) (7)(C) is, please?
17 A. Yes. In 2002 (b) (7)(C) was
18 my boss, the Executive Vice President of
19 Single-Family Business at Fannie Mae, and
20 (b) (7)(C) was our Chief Operating Officer.
21 Q. And why did you draft this
22 document, sir?
23 A. This was an update to
24 executive management providing them with

1 detail surrounding our exposure with
2 Taylor, Bean & Whitaker.
3 Q. Is this something that you
4 would commonly do at your post in 2002?
5 A. This is a very uncommon
6 situation, but if there was another
7 situation like this, yes.
8 Q. With regard to -- I'm sorry.
9 I believe you said this deals with Fannie
10 Mae's exposure?
11 A. Correct.
12 Q. I believe these are some of
13 the same issues that we had spoken of
14 earlier. What was Fannie Mae's -- in
15 your corporate capacity, Mr. Oppenheimer,
16 what was Fannie Mae's concern with regard
17 to the servicing that you have listed
18 here?
19 A. Well, the exposure on the
20 servicing is to make sure that the $1.4
21 billion of Fannie Mae loans are
22 adequately and correctly serviced. That
23 10,000, almost 11,000 loans that had
24 custodial accounts, that had cash

1 remittances, that had accounting reports
2 and a variety of other activities related
3 to it, that was of significant interest
4 to our company.
5 Q. With regards to the second
6 page of Exhibit No. 34, I would like to
7 invite your attention to the section that
8 you wrote as "Repurchases"?
9 A. Yes.
10 Q. And if you could read that
11 section, please, sir.
12 A. "Repurchases. Eight
13 improper loan deliveries with Lee Farkas
14 as borrower (approximately $1 million)
15 and 20 other repurchase requests were
16 completed by netting $3.6 million from
17 the April 3rd, 2002 wire. We held back
18 another $1.6 million to cover additional
19 potential -- excuse me -- potential
20 repurchases from the April 4th, 2002
21 funding. We will complete file reviews
22 on additional loans prior to the sale of
23 servicing in order to determine if
24 additional repurchases are required."

1 Q. Thank you.
2 Why did you feel it
3 necessary to specifically bring out these
4 eight improper loan deliveries with Lee
5 Farkas as borrower, as opposed to the
6 other 20 that are listed there?
7 MR. LEE: Objection to form.
8 THE WITNESS: Those loans
9 were significant in that they were
10 loans made to the CEO of the
11 company that we had terminated,
12 and that's probably why I had
13 broken them out here. They also
14 were repurchase requests in that
15 they were ineligible for delivery
16 because those loans should not
17 have been delivered to us in the
18 first place.
19 BY (b) (7)(C):
20 Q. What type of impact, based
21 on, in your corporate capacity,
22 Mr. Oppenheimer, would seeing eight loans
23 in the name of the CEO have for one of
24 your customers?

1 (b) (7)(C) Objection to form.
2 THE WITNESS: It would be
3 highly unusual to have a large
4 number of loans delivered from any
5 customer in the name of their CEO,
6 and unprecedented, in my
7 experience, to have that number
8 all represent ineligible loans
9 that should not have been
10 delivered to us in the first
11 place.
12 BY (b) (7)(C)
13 Q. And was that one of the main
14 reasons for the termination?
15 A. It was one reason of the
16 many that we've discussed today.
17 Q. Since you said this note --
18 excuse me, this draft memo dealt with
19 Fannie Mae's exposure, was Fannie Mae
20 able to cover its potential exposure
21 subsequent to April 9th, 2002, by the
22 sale to GMAC of the servicing?
23 (b) (7)(C): Objection to form.
24 THE WITNESS: First of all,

1 this is a draft. I don't know if
2 a final document was modified in
3 any way to include or exclude
4 anything that's on here. But,
5 yes, it's my understanding that
6 coincident and subsequent to the
7 transfer of servicing, we netted
8 funds to sufficiently cover our
9 interests from the sale of the
10 servicing portfolio.
11 (b) (7)(C): Thank you.
12 - - -
13 (Email, Bates Nos. FNM-TBW
14 0012891 and 0012892, marked
15 identification as Oppenheimer
16 Exhibit No. 35.)
17 - - -
18 BY (b) (7)(C):
19 Q. Now showing you what has
20 been marked as Oppenheimer Exhibit No.
21 35.
22 A. Okay.
23 Q. I'd like to invite your
24 attention to the second page of

1 Oppenheimer No. 35. The person who signs
2 this last email at the bottom, (b) (7)(C)
3 (b) (7)(C) with The Clayton Group, Inc., are
4 you familiar with them?
5 A. No. Am I -- I'm sorry. Am
6 I familiar with him or them?
7 Q. Them, Clayton.
8 A. Yes, I'm familiar with The
9 Clayton Group. I'm not familiar with
10 (b) (7)(C).
11 Q. Do you know if Fannie Mae
12 employed (b) (7)(C) -- or do you
13 know if Fannie Mae employed The Clayton
14 Group?
15 A. Yes, we did, as reflected in
16 this message, to assess and evaluate the
17 Taylor, Bean & Whitaker portfolio, or a
18 subset of, and I'm not sure.
19 Q. And would -- the last email
20 up here is to (b) (7)(C) is that correct,
21 on 35?
22 A. This is from -- the last
23 email was from (b) (7)(C)
24 forwarding this document, yes.

1 Q. Have you ever seen this
2 document before?
3 A. I believe so.
4 Q. What was your reaction when
5 you saw the summary that The Clayton
6 Group provided at the bottom of Exhibit
7 No. 35, to the top of the second page?
8 A. I don't recall any -- any of
9 my reactions at that point.
10 Q. Okay.
11 - - -
12 (Series of emails, Bates
13 Nos. FNM-TBW 0011660 and 61, Bates
14 Nos. FNM-TBW 0011656 through 58,
15 Bates Nos. FNM-TBW 0011646 through
16 49, marked for identification as
17 Oppenheimer Exhibit No. 36.)
18 - - -
19 BY (b) (7)(C)
20 Q. In the interest of time, I'm
21 going to mark these next three as
22 Oppenheimer No. 36. They are three
23 emails all from (b) (7)(C) to Zach
24 Oppenheimer in subsequent weeks in May

1 2002.
2 A. Okay.
3 Q. Have you seen these before,
4 Mr. Oppenheimer?
5 A. Yes.
6 Q. Okay. What was the purpose
7 of these three emails from (b)(7)(C) to
8 you in May of 2002?
9 A. These three documents, and
10 many others that are similar, represent
11 updates on our position with Taylor,
12 Bean & Whitaker at various points in
13 time.
14 Q. I invite your attention to
15 the first email that I provided you,
16 which is the May 10th, 2002 email, the
17 second page that has on the top "Tally of
18 Net Due to Fannie Mae as of 5/10/02." Do
19 you see that?
20 A. Yes.
21 Q. The note, the first note
22 that's listed at the bottom says: "Note:
23 We are holding $1,658,668 against the
24 potential repurchase of 18 loans known

1 collectively as the PMI loans. A draft
2 repurchase letter is completed and is
3 being circulated for comment."
4 Do you see that?
5 A. I do.
6 Q. Do you recall what the PMI
7 loans were?
8 A. No.
9 Q. Okay. The third note says:
10 "We have discovered the existence of over
11 200 uninsured government loans in the TBW
12 servicing portfolio. This represents a
13 potential repurchase obligation of $10 to
14 12 million." Did I read this correctly?
15 A. Yes.
16 Q. I think we discussed this
17 previously today; have we not?
18 A. One of your previous
19 exhibits is a letter to Lee Farkas with,
20 I believe, reference to the same 200
21 loans, dated May 13th.
22 - - -
23 (Draft Memorandum, June
24 2002, Bates Nos. FNM-TBW 0012046

1 and 0012047, marked for
2 identification as Oppenheimer
3 Exhibit No. 37.)
4 - - -
5 BY (b) (7)(C):
6 Q. I'm now showing you what's
7 been marked as Oppenheimer Exhibit No.
8 37, and ask you if you -- to review this
9 document.
10 A. Okay.
11 Q. Do you remember this memo,
12 Mr. Oppenheimer?
13 A. I remember the draft.
14 Again, there might have been a final
15 document that may have had changes to
16 this.
17 Q. Okay. The last paragraph on
18 the first page says at the end: "There
19 is no known current exposure with TBW.
20 We've also advised TBW we will not change
21 their status to an approved inactive
22 lender status as they have requested."
23 A. Yes.
24 Q. Okay. And is that correct,

1 as of that time period; do you know?
2 A. I believe so, yes.
3 Q. The next sentence: "TBW has
4 been allowed to continue with the DO/DU
5 on a temporary basis to service some
6 community banks and has been pre-paying
7 the fee for such usage, but that
8 arrangement will end after we give TBW a
9 short transition period."
10 A. Yes.
11 Q. Do you recall that issue
12 with TBW?
13 A. Yes, I do.
14 Q. Why did Fannie Mae allow
15 them to continue to use the desktop
16 underwriter?
17 A. That is a technology Fannie
18 Mae offered them while they were approved
19 as a Fannie Mae customer that they built
20 a business around. We thought that by
21 providing them with the ability to
22 continue to use our technology would
23 actually serve them well as they
24 transitioned onto another technology

1 beyond our termination of their contract
2 with us.
3 Q. Okay.
4 A. So instead of abruptly
5 turning it off, we had agreed just to let
6 them continue to use it temporarily.
7 Q. And the last sentence says:
8 "Upon completion of the June loan
9 reporting cycle, we will be able to
10 verify that GMAC is listed as the
11 servicer for all of the Fannie Mae loans
12 and confirm closure with TBW."
13 A. Correct.
14 Q. So in your corporate
15 capacity, Mr. Oppenheimer, was that the
16 goal, was to cease -- or, excuse me, to
17 confirm closure with TBW by the end of
18 June?
19 A. That was one of several
20 goals, yes. This particular reference
21 was to make sure that the transfer of
22 servicing took place as we all had agreed
23 to it.
24 Q. Do you know if that actually

1 happened by the end of June?
2 A. I believe so. I believe it
3 did.
4 Q. Mr. Oppenheimer, I would
5 like to take you back to, in time period,
6 to March of 2002, prior to Fannie Mae's
7 termination of TBW. And I would ask you
8 to review Oppenheimer No. 38, sir.
9 - - -
10 (Email, Bates Nos. FNM-TBW
11 0014253 and 0014254, marked for
12 identification as Oppenheimer
13 Exhibit No. 38.)
14 - - -
15 (b) (7)(C) (b) (7)(C) we
16 talked about this offline, but
17 it's now 2:30, and I would like to
18 begin my questioning at
19 approximately 3 o'clock so I would
20 have adequate time.
21 (b) (7)(C) I'll do the
22 best I can to complete my
23 questioning.
24 (b) (7)(C) What I would

1 suggest is that if --
2 (b) (7)(C) I'm not going
3 to stop my questioning until I'm
4 finished.
5 (b) (7)(C) Well, let me just
6 put my request on the record.
7 (b) (7)(C) Go ahead.
8 (b) (7)(C) What I would
9 request is that given the fact
10 that we have been talking about
11 the opportunity that I need to
12 also examine the witness on
13 various issues, what I would
14 suggest that at 3 o'clock, I be
15 permitted to go ahead with my
16 examination, and then to the
17 extent there's time, you can
18 finish off whatever you need to
19 do.
20 (b) (7)(C) Go ahead.
21 THE WITNESS: Okay.
22 BY (b) (7)(C)
23 Q. Mr. Oppenheimer, in your
24 corporate capacity, do you recall, in

1 late March of 2002, an issue with regard
2 to a social security number search of TBW
3 management being done by Fannie Mae?
4 A. I'm familiar with the issue,
5 but I've not -- I'm not familiar with
6 these documents.
7 Q. Well, let's talk a little
8 bit about the issue then. What is your
9 familiarity, in your corporate capacity?
10 A. My recollection is that we
11 had detected a number of loans that were
12 made to officers of Taylor, Bean &
13 Whitaker and subsequently sold to Fannie
14 Mae that both were ineligible for
15 delivery, potentially, and also had not
16 performed as expected.
17 Q. And once you became aware of
18 this issue, what steps did Fannie Mae
19 take?
20 A. Well, one of the steps is
21 reflected here. This series of emails
22 reflects people within our operations
23 group searching Fannie Mae's database to
24 determine whether or not Fannie Mae owned

1 any loans that were tied to the social
2 security numbers of four people. Two
3 names I don't recognize, but I assume
4 that all four of these people are
5 officers and/or owners of Taylor, Bean &
6 Whitaker. And then the subsequent email
7 reflects a total of 13 loans that matched
8 those social security numbers in our
9 portfolio.
10 Q. Why would that concern
11 Fannie Mae?
12 A. That, by itself, would not
13 necessarily be a concern.
14 Q. Okay. Then why take -- what
15 steps did Fannie Mae take after?
16 A. Well, what -- what
17 transpired before and after this isn't
18 obvious from the document. So if that's
19 what you're asking me, I can answer that.
20 Q. Right. These.
21 A. The request was originally
22 prompted by one of our servicing
23 consultants finding delinquent loans,
24 again in the name of the CEO of one of

1 our customers. That's highly irregular.
2 So that prompted the initial inquiry.
3 Upon digging deeper, we discovered that
4 there were other loans made to officers
5 and/or owners of the company. Again,
6 some of which were delinquent, maybe all
7 of which, I don't remember; and many, if
8 not most, or all should not have been
9 delivered to Fannie Mae in the first
10 place. So this is one part of a series
11 of documents and activities related to
12 this particular topic.
13 Q. Okay. And I noticed that
14 Oppenheimer Exhibit No. 39 is in late
15 March of 2002; is that correct?
16 A. 39?
17 (b) (7)(C) We haven't --
18 (b) (7)(C) I'm sorry. 38.
19 THE WITNESS: 38 is dated
20 March of '02, yes. March 26th of
21 '02.
22 BY (b) (7)(C)
23 Q. So just four to five days
24 before Fannie Mae terminates TBW; is that

1 correct?
2 A. That is correct.
3 - - -
4 (List, Bates Nos. FNM-TBW
5 0012189 and 0012190, marked for
6 identification as Oppenheimer
7 Exhibit No. 39.)
8 - - -
9 BY (b) (7)(C)
10 Q. I'm now showing you what has
11 been marked as Oppenheimer Exhibit No.
12 Number 39.
13 A. Okay.
14 Q. Do you recognize that
15 document?
16 A. No, I don't.
17 Q. Do you know -- do you
18 recognize any of the people in that
19 document?
20 A. Well, this looks like the
21 same names from Exhibit 38 with more
22 detail tied to the same loan numbers that
23 appear within document 38.
24 - - -

1 (Email, Bates No. FNM-TBW
2 0014249, marked for identification
3 as Oppenheimer Exhibit No. 40.)
4 - - -
5 BY (b) (7)(C)
6 Q. Now showing you what has
7 been marked as Oppenheimer Exhibit No.
8 40.
9 A. Okay.
10 Q. Okay. And in Exhibit No. 40
11 is an email, March 27th, 2002, from (b) (7)(C)
12 (b) (7)(C) both of whom are
13 with Fannie Mae; is that correct?
14 A. They were with Fannie Mae,
15 that's correct.
16 Q. At that time. And in
17 looking at the same time with number -- I
18 think this is 38.
19 A. 40 appears to be a subset of
20 the addresses that are contained --
21 Q. Right.
22 A. -- on 39.
23 Q. So 39 and 40, if you take
24 the first address, (b) (7)(C)

1 North Miami, Florida, and you look at
2 number 6 on the prior, you see that it's
3 listed "Lee"?
4 A. That's correct.
5 Q. Do you know who they are
6 referring to when it's says "Lee"?
7 (b) (7)(C) Objection to form.
8 THE WITNESS: I would assume
9 that's referring to Lee Farkas,
10 and the loan number that ends in
11 9260 is the first loan number on
12 the Exhibit 38 with the name Lee,
13 and the social security number
14 that starts with (b) (7)(C) which is
15 also tied to Lee Farkas.
16 BY (b) (7)(C)
17 Q. So then the social security
18 numbers match, correct?
19 (b) (7)(C) Objection to form.
20 THE WITNESS: There's a
21 string that's consistent here from
22 addresses on number 40 to loan
23 level information on 39 to social
24 security numbers that are in 38.

1 BY (b) (7)(C)
2 Q. Which that link shows that
3 that address goes with the social
4 security number of Lee Farkas, correct?
5 THE WITNESS: I believe so.
6 (b) (7)(C) Same objection.
7 THE WITNESS: I'm sorry.
8 - - -
9 (Loan Information documents,
10 Bates Nos. FNM-TBW 0011385 through
11 0011411, marked for identification
12 as Oppenheimer Exhibit No. 41.)
13 - - -
14 BY (b) (7)(C)
15 Q. Now showing you what has
16 been marked as Exhibit No. 41.
17 A. Okay.
18 Q. Mr. Oppenheimer, in looking
19 through these, do you recognize these
20 documents?
21 A. I've not seen them before,
22 but I understand what they are.
23 Q. Okay. Do you know who
24 produced these documents?

1 A. No, I don't.
2 Q. I'd like to invite your
3 attention to Fannie Mae TBW 0011392.
4 A. Okay.
5 Q. Do you see that?
6 A. Yes, 392.
7 Q. And it has the borrower
8 listed at the top as Lee Farkas; do you
9 see that?
10 A. Yes, I do.
11 Q. And it has a property
12 address at (b) (7)(C)
13 Sandersville, Georgia?
14 A. Correct.
15 Q. And it has a loan closing
16 date of September 24th, 2001; do you see
17 that?
18 A. Yes, I do.
19 Q. The very last bullet point
20 at bottom says: "At no time prior to the
21 delivery of the mortgage loan to Fannie
22 Mae did the borrower, Lee Farkas, have
23 title to the property."
24 A. Yes.

1 Q. In your corporate capacity,
2 at any time when the mortgagee is not in
3 currently title of the property, is that
4 a concern?
5 (b) (7)(C) Objection to form.
6 THE WITNESS: Yes, it's a
7 concern, and it's also ineligible
8 for delivery to Fannie Mae.
9 BY MR. MADDOX:
10 Q. Okay. Why is it ineligible?
11 A. For one, it doesn't meet our
12 underwriting, or credit, or legal
13 requirements; and two, it would represent
14 a loan made to an individual on a
15 property to which they are not entitled.
16 Q. The other thing, on the
17 third from the bottom bullet point, it
18 says: "Taylor, Bean & Whitaker (as
19 seller) sold property for $85,000 on
20 January 11, 2002 with net proceeds to
21 seller of $77,842.41. Do you see that?
22 A. I do.
23 Q. Okay. And then up above, in
24 that first list, it has a loan amount of

1 $105,288. Do you see that?
2 A. I do.
3 Q. Would that type of
4 discrepancy between the loan amount and
5 the prior sell for that type of increase
6 provide Fannie Mae any type of concern?
7 (b) (7)(C) Objection to form.
8 THE WITNESS: Well, first,
9 it's a decrease, not an increase,
10 but a decrease from I don't know
11 what value. All I know is what
12 the loan amount is, but I assume
13 the value is higher than $105,000.
14 So to answer your question,
15 if the loan was made at some point
16 in the second half of 2001, and
17 then was sold in January of 2002
18 with a price drop of $15,000 or
19 more on $115-20,000 property, is
20 that possible? It's possible.
21 Seems like a lot in a short period
22 of time, but it's possible.
23 BY (b) (7)(C)
24 Q. If you would turn to Fannie

1 Mae slash TBW 0011394, it's two pages
2 later in this document, do you see that?
3 A. Yes.
4 Q. And again, the borrower is
5 Lee Farkas; is that correct?
6 A. Correct.
7 Q. And this time, the property
8 is listed in North Miami, Florida; is
9 that correct?
10 A. Correct.
11 Q. Whereas the prior was in
12 Georgia. Do you see the closing date?
13 A. Yes. September 24th of
14 2001.
15 Q. Which is the same closing
16 date as the prior loan we discussed?
17 (b) (7)(C) Objection to form.
18 BY (b) (7)(C)
19 Q. Is that correct?
20 A. Forgive me. What page was
21 the other one?
22 Q. It's two pages ahead of it.
23 A. Okay. Yes, that's correct.
24 September 24th of 2001. Same date.

1 (b) (7)(C) can I
2 have a continuing objection with
3 regard to the use of this document
4 on foundation grounds?
5 (b) (7)(C) Sure.
6 BY (b) (7)(C)
7 Q. And if you flip two more
8 pages, which would be 0011396, you see
9 that the borrower is Lee Farkas?
10 A. Correct.
11 Q. And the loan amount
12 $156,551?
13 A. Correct.
14 Q. And the closing date is the
15 same; is it not?
16 A. September 24th, 2001.
17 Q. In flipping back between 394
18 and 396, the bullet points at the end are
19 the same?
20 A. Yes, correct.
21 Q. "At no time prior to the
22 delivery of the mortgage loan to Fannie
23 Mae did the borrower, Lee Farkas, have
24 title to the property."

1 A. Correct. That's what it
2 says.
3 Q. You, at some point in 2002,
4 you found out about this pattern; is that
5 correct?
6 A. That is correct.
7 Q. What was your, in your
8 corporate capacity, what was your
9 response, once you saw this pattern by
10 Mr. Farkas of loans in his name without
11 being in title?
12 A. One of concern, serious
13 concern, and one that prompted us to do
14 everything we've talked about this
15 afternoon in terms of diligence, due
16 diligence, review, on-site process
17 checks, controls, and a variety of other
18 activities. And ultimately -- and
19 ultimately, this was one of the reasons
20 that we terminated the contract. This
21 was a significant breach of Fannie Mae's
22 contract, the delivery of these loans, I
23 should say.
24 THE VIDEOGRAPHER: We're

1 going off the record. The time is
2 2:48 p.m. This is the end of Tape
3 4 of the deposition of Zach
4 Oppenheimer.
5 (A recess was taken.)
6 THE VIDEOGRAPHER: We're
7 back on the record. The time is
8 2:56 p.m. This is the start of
9 Tape 5 of the deposition of Zach
10 Oppenheimer.
11 BY (b) (7)(C)
12 Q. Mr. Oppenheimer, I would
13 like to refer you back to the last page
14 of Exhibit No. 41, sir.
15 A. Yes.
16 Q. Do you recognize that
17 handwriting?
18 A. No.
19 Q. That's not yours?
20 A. No.
21 Q. Do you happen to know whose
22 it is?
23 A. No idea.
24 - - -

1 (Email, Bates Nos. FNM-TBW
2 0020487, marked for identification
3 as Oppenheimer Exhibit No. 42.)
4 - - -
5 BY (b) (7)(C)
6 Q. Now showing you what has
7 been marked as Oppenheimer Exhibit No.
8 42. I ask you if you would review this,
9 sir.
10 A. Okay.
11 Q. Do you recall receiving
12 this?
13 A. Vaguely.
14 Q. Okay. This came from (b) (7)(C)
15 (b) (7)(C) to you, April 17th, 2002; is that
16 correct?
17 A. That's correct.
18 Q. It says, "Update on two of
19 your requests." Do you recall making
20 requests to (b) (7)(C)
21 A. Many.
22 Q. With regard to -- sorry.
23 With regard to researching Mr. Farkas'
24 eight loans?

1 A. Yes, I remember that.
2 Q. Why did you ask him to do
3 that?
4 A. At this point in time, we
5 were probably still researching and
6 investigating the status and nature of
7 these loans.
8 Q. And what was (b) (7)(C)
9 response to your request?
10 A. He confirmed with one of our
11 colleagues in Washington that seven of
12 the eight loans made in Lee Farkas' name
13 were funded by Fannie Mae. Part of our
14 As Soon As Pooled funding facility. They
15 ultimately were supposed to be delivered
16 to Fannie Mae for cash, meaning that they
17 would have been sold to us for a
18 portfolio transaction. We would buy them
19 and disburse cash, rather than securitize
20 them. One of these eight loans has been
21 paid off, and then he confirms the actual
22 loan numbers of the seven loans that were
23 put into the ASAP lines.
24 Q. How did you, Fannie Mae, in

1 your corporate capacity, Mr. Oppenheimer,
2 how did you respond to this?
3 A. I don't recall any response
4 to this particular email.
5 Q. Did you ask (b) (7)(C) to do
6 any further investigation?
7 A. More than likely, because
8 this is the 17th of April. I don't know
9 what transpired before this or after
10 this, but this would probably just be one
11 -- one piece of all of the research that
12 was done related to these loans. This
13 specific issue is related to the loans
14 being part of an ASAP funding. There
15 were a lot of other issues surrounding
16 these locations that isn't reflected in
17 this document.
18 Q. Okay.
19 (b) (7)(C) just
20 for the record, it is now 3
21 o'clock, and as I had requested
22 before, I would like to begin my
23 questioning right at the moment,
24 but I understand that you have

1 some additional questions to ask
2 the witness.
3 I just want to make clear
4 that under the rules, we're
5 provided meaningful opportunity to
6 cross-examine the witness at this
7 deposition, and to the extent that
8 we cannot, we will seek relief
9 from the Court with regard to any
10 attempt to use this deposition at
11 trial or for any other purpose.
12 I hope that, from what I
13 gathered, you will be able to
14 conclude your questions shortly,
15 and I hope we have a chance to
16 complete our cross-examination.
17 But in the event we cannot, I just
18 want to reserve our rights to do
19 so and tell you our intentions.
20 (b) (7)(C) I understand
21 that. How long have I gone?
22 THE VIDEOGRAPHER: You have
23 been going a total of three hours
24 and 43 minutes.

1 (b) (7)(C) I also, under
2 the rules, am allowed seven hours
3 to question, and I do anticipate
4 wrapping up very shortly on these
5 questions and hope that you will
6 have the majority of the time that
7 you have requested to do so.
8 (b) (7)(C) Well, with
9 regard -- I'm not going to respond
10 to whether or not what time you're
11 entitled to. I think we're all
12 aware of the witness' limitations
13 on the schedule, as well as I
14 realize that there were some
15 unfortunate traffic circumstances
16 this morning that required us to
17 begin late, as well. But be that
18 as it may, let's go on and see if
19 we can get through.
20 - - -
21 (Email, Bates No. FNM-TBW
22 0005612, marked for identification
23 as Oppenheimer Exhibit No. 43.)
24 - - -

1 BY (b) (7)(C)

2 Q. Mr. Oppenheimer, I'm now

3 showing you what has been marked as

4 Oppenheimer Exhibit No. 43, and ask you

5 to review that, sir.

6 A. Okay.

7 Q. Do you remember Lee Farkas

8 as the Secretary of Home America and (b) (7)(C)

9 (b) (7)(C) as CFO trying to seek Fannie Mae

10 approval as a loan servicer?

11 (b) (7)(C) Objection to form.

12 THE WITNESS: I'm not

13 familiar with Home America.

14 - - -

15 (Memorandum dated November

16 10, 2003, to Oppenheimer from

17 Smith, Bates Nos. FNM-TBW 0003046

18 through 3048, marked for

19 identification as Oppenheimer

20 Exhibit No. 44.)

21 - - -

22 BY (b) (7)(C)

23 Q. Now showing you what has

24 been marked as Oppenheimer Exhibit No.

1 44.
2 A. Okay.
3 Q. Have you seen this document
4 before, Mr. Oppenheimer?
5 A. Yes, I have.
6 Q. Did you request (b) (7)(C)
7 make this memorandum? Do you recall?
8 A. I don't recall requesting
9 him, but I expected him to do so after he
10 reviewed the application noted in this
11 memo.
12 Q. Okay. And this is a
13 memorandum from (b) (7)(C) to you dated
14 November 10th, 2003; is that correct?
15 A. That is correct.
16 Q. And what was the impetus or
17 genesis for (b) (7)(C) doing it?
18 A. This reflected a -- the
19 receipt of an application from Taylor,
20 Bean & Whitaker in 2003 for approval or
21 reapproval to become a Fannie Mae
22 approved seller/servicer, and it's a
23 review of the relationship that we had
24 with Taylor, Bean & Whitaker previously,

1 and then miscellaneous comments regarding
2 the application, itself.
3 Q. When you say miscellaneous
4 comments --
5 A. Observations pertaining to
6 the application that was submitted in
7 2003.
8 Q. Okay. And I just would like
9 to review this document with you, if you
10 would, please. The first bullet point,
11 "loans to senior officers in default," do
12 you see that?
13 A. Yes.
14 Q. And it says: "There were a
15 number of loans identified that were 120
16 plus days delinquent that were in the
17 names of the senior officers of the
18 company." Do you see that? Did I read
19 that correctly?
20 A. Yes, yes.
21 Q. In your corporate capacity,
22 would that be of concern to Fannie Mae?
23 (b) (7)(C) Objection to form.
24 THE WITNESS: Oh, yes.

1 This, again, is a review of our
2 previous relationship with Taylor,
3 Bean & Whitaker written in 2003.
4 So if your question is, would this
5 be of concern in considering the
6 application of a new customer,
7 yes.
8 BY (b) (7)(C)
9 Q. Okay. And the next bullet
10 point, the "questionable loans," are
11 these the eight loans that we have
12 referred to that were in Mr. Farkas'
13 name?
14 A. I think so.
15 Q. And then I think (b) (7)(C)
16 puts it more articulate than I did. In
17 the second sentence, he says: "After
18 performing title searches, it was
19 determined that the titles for the loans
20 were in other individuals' names. All of
21 these loans were delinquent or foreclosed
22 FHA loans repurchased from other
23 investors." Did I read that correctly?
24 A. You did.

1 Q. And as I think you commented
2 earlier, but I just want to be clear, in
3 your corporate capacity, was that of
4 concern to Fannie Mae, those eight loans?
5 (b) (7)(C) Objection to form.
6 THE WITNESS: Yes.
7 BY (b) (7)(C)
8 Q. Next bullet point,
9 "Government loans with no FHA insurance,"
10 it says: "There were approximately 200
11 loans identified (FHA, VA & Rural
12 Housing) that were sold to Fannie Mae and
13 did not have valid mortgage insurance."
14 Did I read that correctly?
15 A. Yes.
16 Q. To your knowledge, are those
17 the same 200 loans that we viewed earlier
18 today?
19 A. I would believe so, yes.
20 Q. Okay. The next bullet
21 points, "Aged loans in the ASAP line," to
22 your knowledge, are those the same loans
23 that we have discussed here --
24 A. I believe --

1 Q. -- earlier today?
2 A. Yes.
3 Q. And the last sentence, or
4 the second sentence in that says, "This
5 issue goes back to at least March 2000,
6 so it appears to have been a chronic
7 issue."
8 A. It does say that, yes.
9 Q. The next bullet point is
10 "Duplicate loans sold to Fannie Mae"?
11 A. Yes, correct.
12 Q. And next one, "Loans with
13 inaccurate LPI dates."
14 A. Correct.
15 Q. Could you read that, please?
16 A. Yes. "Last paid
17 installment," by the way, is what "LPI"
18 means.
19 "Loans with inaccurate LPI
20 dates: Subsequent to the transfer of the
21 servicing portfolio to GMAC, it was
22 determined that 16 loans had
23 discrepancies in the current LPI dates.
24 Upon review, it was determined that the

1 loans were being reported as current
2 through Mornet," Mornet is a reporting
3 system of Fannie Mae's, "when they were
4 actually delinquent on the loan servicing
5 system."
6 The implication here is that
7 there were 16 loans or so that were
8 delinquent but were being reported as
9 current. Meaning that the borrowers
10 weren't making their payments on time,
11 but the representation to us was that
12 they were.
13 Q. I see. The next bullet
14 point which begins on the first page and
15 rolls over, "Old repurchases."
16 A. Yes.
17 Q. Could you read that, please.
18 A. "Old Repurchases: At the
19 time we terminated TBW, we had 20
20 outstanding repurchase requests unrelated
21 to the events leading to termination.
22 Eleven of the loans were aged over six
23 months and three were outstanding over a
24 year. TBW management had established a

1 long-term pattern of being slow to
2 resolve repurchase requests."
3 Q. Based on your individual,
4 Mr. Oppenheimer, your experience with
5 TBW, do you agree with that last
6 statement by (b) (7)(C)
7 MR. LEE: Objection to form.
8 THE WITNESS: Yes, I do.
9 BY (b) (7)(C)
10 Q. I would like you to skip
11 down to where it says "GMAC exposure."
12 A. Yes.
13 Q. Could you read that, please.
14 A. Sure. "GMAC exposure: GMAC
15 bought the TBW servicing with full reps
16 and warranties. While our direct
17 exposure to future losses, including the
18 approximately 200 uninsured loans, is
19 covered by GMAC, they will obviously
20 attempt to recoup losses from TBW. This
21 could affect the future stability of the
22 company. At the time the servicing sale
23 was arranged, TBW had to borrow $12.6
24 million from RFC to pay off accumulated

1 outstanding repurchase requests to GMAC
2 (mostly related to [Ginnie Mae]
3 repurchases)."
4 Q. Thank you.
5 Do you agree with that
6 statement by (b) (7)(C)
7 (b) (7)(C) Objection to form.
8 THE WITNESS: Do I agree
9 with it? I understand it. I
10 don't know what there is to agree
11 with.
12 BY (b) (7)(C)
13 Q. Okay. Do you have any --
14 well, let me ask you this. Did you ask
15 Mr. Smith to make any subsequent
16 revisions to this memorandum, that you
17 recall?
18 A. No, not that I'm aware of.
19 Q. Did you, Zach Oppenheimer,
20 agree with (b) (7)(C) finding in this
21 November 10th, 2003, memorandum?
22 (b) (7)(C) Objection to form.
23 THE WITNESS: I completely
24 agreed with his conclusion and

1 accepted all of the observations
2 and input that he provided.
3 (b) (7)(C) Okay. Thank
4 you. That's all the questions
5 that I have right now. I'll
6 reserve the right to recall.
7 (b) (7)(C) Can we take a
8 short break while we switch
9 places.
10 THE VIDEOGRAPHER: Going off
11 the record. The time is 3:11
12 p.m.
13 (There was a brief recess.)
14 THE VIDEOGRAPHER: We're
15 back on the record. The time is
16 3:14 p.m.
17 - - -
18 EXAMINATION
19 - - -
20 BY (b) (7)(C)
21 Q. Good afternoon,
22 Mr. Oppenheimer. How are you?
23 A. Good afternoon. Fine.
24 Q. Thank you again for taking

1 the time to sit for this deposition
2 today. My name is (b) (7)(C) I represent
3 Taylor, Bean & Whitaker in this lawsuit.
4 I'll be asking you some questions for the
5 next hour and 40 minutes or so, whatever
6 time we have. And if you don't
7 understand the question or you need me to
8 repeat my question, just let me know and
9 I'll be happy to do that for you.
10 A. Thank you.
11 Q. Before we begin, though,
12 just a little housekeeping matter. I
13 have created an Exhibit 45, which is an
14 amalgamation of various -- a number of
15 documents. I have given them to counsel
16 for Fannie Mae before. This is
17 Oppenheimer 45.
18 - - -
19 (Various documents, marked
20 for identification as Oppenheimer
21 Exhibit No. 45.)
22 - - -
23 (b) (7)(C) And I just want to
24 state that my understanding is

1 that Fannie Mae will stipulate
2 that these documents qualify for
3 certification under Federal Rule
4 of Evidence 902(11); that is, that
5 they were made at or near the time
6 of the occurrence of the
7 matters set forth, or from
8 information transmitted by
9 a person with knowledge of these
10 matters, or the documents were
11 kept in the ordinary course of
12 regularly-conducted activity, and
13 that they were made by the
14 regularly conducted activity as a
15 regular practice.
16 Is that correct, counsel?
17 (b) (7)(C) Well, let me
18 just confirm that this is the same
19 as the documents that you provided
20 me earlier.
21 That is correct.
22 (b) (7)(C) And to the extent
23 that we need to have a written
24 document, I understand that Fannie

1 Mae will provide -- would be
2 willing to provide one; is that
3 correct?
4 (b) (7)(C) I'm sorry.
5 What?
6 (b) (7)(C) To the extent we
7 need a written certification --
8 (b) (7)(C) Yes.
9 (b) (7)(C) -- Fannie Mae is
10 willing to provide one.
11 (b) (7)(C) That is
12 correct.
13 (b) (7)(C) Thank you.
14 Thank you for your patience
15 with that, Mr. Oppenheimer. You
16 should put that to the side for
17 now.
18 BY (b) (7)(C)
19 Q. We talked a bit about audits
20 that Fannie Mae conducted with regard to
21 its customers.
22 A. Yes.
23 Q. We talked a bit earlier
24 today about whether they were regularly

1 performed or the frequency with which
2 they were performed. Around the
3 2000-2002 time frame, can you recall how
4 -- whether Fannie Mae did have a normal
5 practice of audits with regard to its
6 customers?
7 A. Yes, we did.
8 Q. And how often annually did
9 you do audits?
10 A. It varied.
11 Q. It varied depending upon the
12 particular customer?
13 A. The customer, the size of
14 the relationship, the history and the
15 experience we had with the institution.
16 Q. To your knowledge, did
17 Fannie Mae comply with those standards
18 with regard to Taylor Bean in the 2000 to
19 2002 time frame before the termination?
20 A. Yes, I believe so.
21 Q. Now, what is the purpose of
22 these audits?
23 A. The purpose of the audit is
24 to make sure that the counter party or

1 the customer that we're working with and
2 doing business with is fully complying
3 with all of their obligations under their
4 relationship and their contract with us.
5 Q. And the audit would
6 encompass the whole range of operations
7 at the customer; is that correct?
8 A. Yes. An audit can be as
9 wide in scope as covering every part and
10 aspect of a relationship, or an audit
11 sometimes can focus on one particular
12 area of a relationship or an operation.
13 Q. With regard to the Taylor,
14 Bean & Whitaker and between 2000 and
15 2002, before the termination, do you have
16 an understanding as to whether or not the
17 audits that were performed by Fannie Mae
18 were all encompassing in scope or more
19 limited?
20 A. I think there were two
21 audits conducted of Taylor, Bean &
22 Whitaker during that period of time, and
23 I believe that they were primarily
24 focused on operations and servicing.

1 Q. Do you recall whether any of
2 the audits were focused on things like
3 default management and credit issues?
4 A. Yes, and I'm sorry, but that
5 would be included in operations and
6 servicing.
7 Q. We also discussed a bit
8 today about The Clayton Group. Do you
9 recall that discussion?
10 A. Yes.
11 Q. I understand that Fannie Mae
12 retained The Clayton Group to conduct
13 some sort of audit or investigation of
14 Taylor Bean after the termination; is
15 that correct?
16 A. I believe it was before the
17 termination, but I wasn't a party to that
18 process, so I'm really not sure of the
19 timing or the scope of the review.
20 (b) (7)(C) Excuse me for one
21 second. Actually, can we go off
22 the record for a couple of
23 minutes.
24 THE VIDEOGRAPHER: We're

1 going off the record. The time is
2 3:20 p.m.
3 (There was a brief recess.)
4 THE VIDEOGRAPHER: We're
5 back on the record. The time is
6 3:25 p.m.
7 - - -
8 (Clayton Preliminary Draft
9 Report dated April 12, 2002, Bates
10 Nos. FNM-TBW 0012893 through
11 0012895, marked for identification
12 as Oppenheimer Exhibit No. 46.)
13 - - -
14 (Update on Clayton Group
15 Due Diligence for Taylor, Bean &
16 Whitaker Deliveries, April 26,
17 2002, Bates Nos. FNM-TBW0012864
18 through 0012866, marked for
19 identification as Oppenheimer
20 Exhibit No. 47.)
21 - - -
22 BY (b) (7)(C)
23 Q. Mr. Oppenheimer, I've handed
24 you two documents I've marked as

1 Oppenheimer Exhibit 46 --
2 A. Yes.
3 Q. -- and 47, and these
4 documents were produced by Fannie Mae in
5 response to the document subpoena. The
6 first document --
7 A. Excuse me. These were not
8 produced my Fannie Mae.
9 Q. They come from Fannie Mae's
10 -- I'm sorry. The documents come from
11 Fannie Mae's files.
12 A. Oh. Could be. Okay.
13 Q. That was an inartful use of
14 those terms.
15 Now, with regard to the
16 first document, we talked about The
17 Clayton Group, and I was wondering, have
18 you, personally, ever seen this document
19 before?
20 A. No, I don't believe so.
21 Q. 46? How about 47?
22 A. I don't recall seeing either
23 one.
24 Q. And earlier today, you were

1 asked whether you knew Stephen Herbert of
2 Clayton Group. Does this at all refresh
3 your recollection as to whether or not
4 you know (b) (7)(C)
5 A. I recognize the name now and
6 I know The Clayton Group, but no, I'm not
7 familiar with these documents.
8 Q. The first document is dated
9 April 12th, 2002, which is after the
10 termination of Taylor, Bean & Whitaker;
11 is that correct?
12 A. That's correct.
13 Q. Does that refresh your
14 recollection as to whether or not the
15 audit performed by Clayton Group occurred
16 after the TBW termination on April 1st,
17 2002?
18 A. I don't recall the date
19 again because I wasn't part of this
20 process.
21 Q. Mr. Oppenheimer, as part of
22 -- you are also being tendered today as a
23 corporate representative with regard to
24 particular topics specified under a Rule

1 30(b)(6) deposition notice. Are you
2 aware of that, sir?
3 A. Yes, correct.
4 Q. And what, if any,
5 investigation did you undertake with
6 regard to the events surrounding the
7 Taylor Bean termination prior to your
8 deposition?
9 A. Can you repeat that?
10 Q. Sure.
11 To prepare for your
12 deposition as a Rule 30(b)(6) designee of
13 Fannie Mae with regard to the topics that
14 were enumerated in the notice of
15 deposition, aside from talking to
16 counsel, what preparations did you
17 undertake to qualify yourself to testify
18 as a Rule 30(b)(6) designee?
19 A. Oh, I reviewed all of our
20 files related to Taylor, Bean & Whitaker.
21 I reviewed excerpts from our selling
22 guide, from our servicing guide, from our
23 master contract, and a variety of related
24 internal materials.

1 Q. And in your review of those
2 documents, did you come across documents
3 that are set forth or identified as
4 Exhibit 46 and 47?
5 A. Not that I recall, no.
6 Q. Who at Fannie Mae. Well, do
7 you know who at Fannie Mae would have
8 been the person responsible for
9 interfacing with The Clayton Group?
10 A. Yes. (b) (7)(C)
11 Q. Is (b) (7)(C) still with
12 Fannie Mae?
13 A. Yes, he is.
14 Q. And what office is he in?
15 A. He's based in our Atlanta
16 office, and also works out of our
17 Washington office.
18 Q. Were you ever informed with
19 regard to the conclusions reached by The
20 Clayton Group in its investigations of
21 Taylor Bean after the Taylor Bean
22 termination?
23 A. Yes.
24 Q. And what were you informed?

1 A. I was provided with a
2 summary of The Clayton Group's review of
3 the Taylor Bean portfolio, or the subset
4 of the portfolio that they reviewed. I
5 really don't even know what they
6 reviewed. Back in 2002.
7 Q. And do you recall the
8 conclusions that -- were there any
9 overall conclusions that the group
10 reached with regard to its review?
11 A. I don't remember anything
12 significant. In fact, I don't even
13 remember the significance of the review
14 in terms of how it played a role in this
15 process.
16 Q. If I could turn you to the
17 last page on Oppenheimer Exhibit 47,
18 which is the Update on Clayton Group Due
19 Diligence for Taylor, Bean & Whitaker
20 Deliveries --
21 A. Yes.
22 Q. -- dated as of April 26,
23 '02. Do you know why Clayton Group would
24 have been asked to conduct due diligence

1 of deliveries as of that date?
2 A. I don't know why we
3 contacted Clayton, other than to get an
4 assessment of the portfolio. That would
5 be my conclusion.
6 Q. And that's because that's
7 one of the things you were concerned
8 about, was the quality of the portfolio
9 that Taylor Bean had?
10 A. Well, at the time, and, you
11 know, I assume that they were provided
12 with the data after termination, but in
13 the event that we would have to move the
14 portfolio and transfer it involuntarily,
15 and not in a cooperative manner like we
16 did, my guess is this process was being
17 used as a way to assess the value of that
18 portfolio by getting a third-party review
19 and opinion of value.
20 Q. If you would turn to the
21 last page of Oppenheimer Exhibit 47,
22 under "Conclusions," it states: "In
23 conclusion, The Clayton Group completed a
24 thorough due diligence review of a

1 statistically valid loan sample of
2 current production from Taylor, Bean &
3 Whitaker. The overall result based on
4 our ability to resolve potential issues
5 identified in the report indicates that
6 the due diligence results for Taylor Bean
7 are typical of a -- are typical of a
8 typical portfolio we might buy. This
9 conclusion is shared with Steve Herbert
10 from The Clayton Group, who stated the
11 results were in line with what he would
12 expect to see when evaluating business
13 from other Fannie Mae customers."
14 Do you see that?
15 A. Yes, I do.
16 Q. Does that refresh your
17 recollection as to -- with regard to what
18 sort of conclusions, if any, significant
19 or not, that Clayton Group reached as a
20 result of its analysis of the Taylor Bean
21 Fannie Mae loan portfolio?
22 A. Again, I vaguely recall
23 their conclusions, and at the time, and
24 even today, in my mind, they were

1 insignificant in light of everything that
2 was going on with regard to the
3 portfolio.
4 Q. With regard to the
5 termination of Taylor Bean on April 1st
6 of '02, do you recall when the topic of
7 termination first came up?
8 A. Not exactly, but it would
9 have probably been in late March of 2002.
10 Q. And do you know -- do you
11 remember who brought up first the option
12 that, perhaps, Fannie Mae should consider
13 termination of Taylor, Bean & Whitaker?
14 A. No.
15 Q. You don't know whether it
16 was Sam Smith, or yourself, or anyone
17 else?
18 A. No, I don't recall who would
19 be the first to bring it up, but it would
20 be a likely conclusion of any executive
21 here to consider termination in light of
22 the circumstances that we faced with
23 Taylor, Bean & Whitaker at the time.
24 Q. And at the time, meaning

1 early 2002?
2 A. Yes.
3 Q. But sitting here today, you
4 don't recall who brought that up in the
5 first instance?
6 A. No.
7 Q. Do you recall the meeting in
8 which that topic first came up; whether
9 it was a conference call or a meeting
10 around a conference table?
11 A. No.
12 Q. Earlier today we also spoke
13 a bit about the security that Fannie Mae
14 retained to assist it in its termination
15 process of Taylor, Bean & Whitaker. Do
16 you recall that conversation?
17 A. Yes, I do.
18 Q. Do you remember whether or
19 not -- and I believe you had said earlier
20 there was one guard, one security person
21 that Fannie Mae hired. Do you recall,
22 having gone through the documents,
23 sitting here today, whether or not there
24 were more at that time than one?

1 A. Our security group in
2 Washington contracted with a local
3 security provider in Ocala to meet us and
4 to provide the security that we had
5 requested for our needs. But I don't
6 recall there being more than one security
7 there for the time that I was there in
8 Ocala.
9 Q. And when were you there in
10 Ocala?
11 A. I don't remember the exact
12 dates, but it would have been sometime in
13 the last week of March, first week of
14 April.
15 Q. Were you there on April 1st
16 when the letter was delivered?
17 A. I believe so.
18 Q. Do you recall whether or not
19 that security person was armed?
20 A. No. I have no recollection.
21 Q. Do you recall whether that
22 security person had a rifle?
23 A. I have no recollection if
24 they were armed, so I wouldn't know if

1 they had a rifle. Sorry.
2 Q. I was just trying to jog
3 your memory a little bit.
4 Do you remember whether the
5 security person was stationed at the
6 corporate headquarters on Second Street,
7 or whether they were at a document
8 repository headquarters that was
9 somewhere else in Ocala?
10 A. I don't know the second
11 facility, but the -- if it's the same
12 address as the headquarters of Taylor,
13 Bean & Whitaker, that's where I was, and
14 that's where I recall that the security
15 guard was posted while I was there.
16 Q. Do you know whether there
17 were additional security people posted at
18 the central document facility that Taylor
19 Bean had?
20 A. I don't know.
21 Q. Earlier today you testified
22 that one of the reasons that Fannie Mae
23 believed that security would be a good
24 idea was to -- was that it was concerned

1 about the safety of its people?
2 A. Correct.
3 Q. Were there any particular
4 events that took place that would cause
5 Fannie Mae to be concerned about the
6 security of its people?
7 A. In my assessment of the
8 environment, I thought that it would be
9 prudent to have protection for our people
10 who were on site at the time.
11 Q. And I guess I just want to
12 ask you about that a little bit. What
13 about the environment? What particular
14 thing about the environment?
15 A. Well, first of all, we had
16 people there well into the night. I
17 believe the first night that I was there,
18 we had Fannie Mae staff on site until, I
19 want to say, 11 o'clock p.m., or maybe
20 even 12 o'clock a.m. the following
21 morning. And not being familiar with the
22 area, the neighborhood. I remember it
23 being a rather sparsely populated area
24 and one that did not have much lighting

1 in and around the vicinity of the
2 building.
3 In addition to that, we also
4 didn't know what to expect from the
5 executives and the staff within the
6 building, and we thought it would be
7 prudent, again, and to make sure that our
8 people were adequately protected, and
9 that was one of the reasons for having
10 security with us.
11 Q. Did you -- did anyone
12 threaten anyone at Fannie Mae with any
13 sort of -- well, let me rephrase that.
14 Did anyone from Fannie Mae
15 receive any threats during the time that
16 they were down there?
17 A. Not that I'm aware of.
18 Q. Was anyone accosted in any
19 manner?
20 A. Not that I'm aware of, no.
21 Q. Did anyone from Taylor Bean
22 yell or scream at people from Fannie Mae?
23 A. No, I don't think so.
24 Q. Well, I just want -- and you

said that you -- I understand that, if you hire security as a precaution. I'm just wondering if there was anything that actually took place at Taylor, Bean & Whitaker that would have caused you to be concerned, other than the general environment, and the fact that the termination was a rather significant event.

(b) (7)(C) Object to the form of the question. I'm Sorry.

(b) (7)(C): Was there anything else?

THE WITNESS: My assessment of the environment caused me to request security to protect the interests of Fannie Mae and our people.

BY (b) (7)(C)

Q. And with regard to your concerns about the people who worked at Taylor, Bean & Whitaker, was there anything in particular that you could identify today that would lead you to be

1 concerned that the Fannie Mae people
2 there would be in some sort of danger or
3 that there would be tension there?
4 A. We had no idea what to
5 expect when we started this process and
6 thought that it was prudent, again, to
7 make sure that we were adequately
8 protected. Also, not knowing how late or
9 how long we were going to be in that
10 location gave me reason to think that it
11 might be a good idea to have someone who
12 does know the area with us. We had
13 people going out to get dinner and
14 bringing dinner back in. We had people
15 going out to get coffee to bring coffee
16 in. We had people literally walking into
17 a dark parking lot alone at night, by
18 themselves in an unfamiliar area, and for
19 all those reasons I thought that security
20 was warranted.
21 Q. Were there any incidents
22 that took place while Fannie Mae people
23 were down there?
24 A. Security related?

1 Q. Yes.
2 A. No.
3 Q. You also mentioned that
4 early on, you had concerns regarding the
5 potential custody of the files.
6 A. Right.
7 Q. What did that -- did that
8 concern diminish over time? What did you
9 mean by "earlier on"?
10 A. There was the potential of
11 the institution, the customer, taking
12 custody of the files and removing those
13 files from the premises where our people
14 were located. We wanted to make sure
15 that didn't happen since they were our
16 files and not their files.
17 Q. And did anyone from Taylor
18 Bean threaten to do that before or after
19 the termination?
20 A. I don't recall them
21 threatening, no.
22 Q. So, again, it was just one
23 of those precautions that you took just
24 to make sure that things would go

1 smoothly?

2 (b) (7)(C) Objection to

3 the form of the question.

4 (b) (7)(C) You can go ahead.

5 THE WITNESS: We thought

6 that it was appropriate to have

7 security available.

8 BY (b) (7)(C)

9 Q. Were there any instances

10 where anyone from Taylor Bean attempted

11 to take files improperly while you were

12 there?

13 A. Not that I'm aware of, no.

14 Q. Are you aware of any

15 instances where anyone at Taylor Bean

16 improperly took Fannie Mae files before

17 you arrived there in April of '02?

18 A. No.

19 Q. Earlier today you also said

20 that you had spoken to Lee Farkas

21 regarding the reasons for their

22 termination.

23 A. Correct.

24 Q. Did you -- was that a

1 conversation that took place in person?
2 A. We've had numerous
3 combinations of interactions with him by
4 telephone and in person where we've
5 discussed the reasons for termination.
6 Q. Yes. I'm sorry. It was "my
7 bad," as my daughter would say.
8 With regard to the April
9 time frame, that is, when the letter was
10 first hand-delivered and you were down
11 there at Taylor, Bean & Whitaker, did you
12 have any conversations with Mr. Farkas
13 regarding the reasons for the
14 termination?
15 A. Yes.
16 Q. And what did you tell him
17 the reasons were?
18 A. We went over a whole list of
19 issues, most of which we have gone over
20 multiple times today, including the
21 delivery of ineligible loans to Fannie
22 Mae, the improper controls and procedures
23 in place, the delivery of the same loan
24 on multiple occasions. You can only

1 deliver one loan to us on one property.
2 Not more than once. And a lengthy list
3 of other deficiencies that would go to a
4 breach of contract. And Mr. Farkas
5 acknowledged that and executed a document
6 that said that we validly terminated his
7 contract with cause, while we were there
8 in his office.
9 Q. So that document was given
10 to him while you were there in his
11 office?
12 A. Which document?
13 Q. The document that he signed?
14 A. The agreement of April 4th?
15 Q. Right.
16 A. I believe so.
17 Q. And when, do you remember --
18 did you send him a copy of the document
19 beforehand, or did you present it to him
20 on that day? Do you remember how that --
21 A. Oh, I don't recall.
22 Q. Do you know whether he had a
23 draft of it beforehand?
24 A. Before he executed it?

1 Q. Right.
2 A. Well, I would assume he read
3 it before he executed it, yes.
4 Q. I guess my question is, do
5 you know whether he had a draft before
6 the 4th, when he signed it?
7 A. Oh, I don't remember.
8 Q. Do you know who gave him a
9 copy of the agreement?
10 A. I'm not quite sure. It
11 would have probably been either Sam Smith
12 or another member of my staff that
13 presented him with the document.
14 Q. And were you present when he
15 signed the document?
16 A. I don't recall.
17 Q. With regard to the eight
18 loans that had identified Lee Farkas as
19 the borrower, I believe, did you have any
20 conversations with Mr. Farkas regarding
21 those loans?
22 A. Yes, I did.
23 Q. And did you ever ask him
24 what the deal was with those loans?

1 A. Yes, I did.
2 Q. And what did he say?
3 A. He attributed it to
4 sloppiness.
5 Q. Did he say anything else,
6 other than sloppiness?
7 A. That's a pretty fair summary
8 of what he said. I mean, he talked about
9 operational controls being week, but it
10 came down to sloppiness. He attributed
11 all of that to sloppiness.
12 Q. Did he tell you that those
13 loans weren't intended to be sold to
14 Fannie Mae?
15 (b) (7)(C) Object to the
16 form of the question.
17 THE WITNESS: I don't
18 recall.
19 BY (b) (7)(C)
20 Q. At the time that you had
21 this conversation with Mr. Farkas, were
22 you satisfied -- well, let's put it this
23 way. Did you believe his explanation
24 that the reason those loans were sold to

1 Fannie Mae was because of operational
2 sloppiness, as you call it?
3 A. No.
4 Q. And why not?
5 A. It would take more than
6 sloppiness to create eight loan files in
7 the manner in which those files were
8 created and ultimately delivered to
9 Fannie Mae. Sloppiness would not create
10 the loan files.
11 Q. Other than the
12 investigations into the documents that
13 we've seen today, did Fannie Mae do any
14 other investigations into those loans?
15 (b) (7)(C) Can you please
16 specify which loans you're talking
17 about?
18 (b) (7)(C) With regard to
19 those eight loans.
20 THE WITNESS: Yeah. I
21 think, today, we covered pretty
22 much the review and follow-up
23 research that was done on those
24 eight loans.

1 BY (b) (7)(C)
2 Q. We spoke earlier today also
3 about the 200, approximate 208 -- let me
4 rephrase that. We spoke earlier today
5 about the approximate 200, 208 Fannie --
6 once more. It's getting late.
7 We talked about the 200
8 uninsured loans that Fannie Mae
9 discovered after the termination when it
10 was conducting its analysis of Taylor,
11 Bean & Whitaker. Do you remember that?
12 A. I believe you're referring
13 to the loans that were represented to be
14 FHA-insured. Is that what you're
15 referring to?
16 Q. Yes.
17 Do you know whether Fannie
18 Mae informed GMAC of the presence of
19 those loans prior to the 2002 Purchase
20 and Sale Agreement.
21 A. No, I don't think we would
22 have required -- I mean, I don't think we
23 would have disclosed that to GMAC. Those
24 were repurchase requests that I think we

1 sent to Taylor, Bean & Whitaker.
2 - - -
3 (Memorandum dated May 22,
4 2002, to Howland from McGonigle,
5 Bates Nos. FNM-TBW 0050648 and
6 0050649, marked for identification
7 as Oppenheimer Exhibit No. 48.)
8 - - -
9 BY (b) (7)(C)
10 Q. I would like to hand you
11 what has been marked Oppenheimer Exhibit
12 No. 48.
13 (b) (7)(C) Wasn't that
14 part of Exhibit 45.
15 (b) (7)(C) Yes, I'm sorry.
16 (b) (7)(C) Okay.
17 BY (b) (7)(C)
18 Q. This, again, was a document
19 produced by Fannie Mae dated May 22nd,
20 2002, from (b) (7)(C)
21 And you're free to review the entire
22 document, but I just want to point out
23 the last sentence of the first paragraph,
24 which states: "We have also identified

1 issues relating to possible missing
2 insurance coverage on approximately [200]
3 FHA/VA/RH[A] loans that, unless
4 corrected, could warrant repurchase
5 requests being issued in the future for
6 which GMAC Mortgage Corporation could be
7 directly responsible to Fannie Mae."
8 Does that refresh your
9 recollection as to whether or not Fannie
10 Mae ever informed GMAC with regard to the
11 existence of those loans?
12 A. Well, this would suggest
13 that we did. I'm not a party to this
14 memo, so I'm not familiar with the
15 information that was distributed in this
16 memo, but it says that we have; and, in
17 fact, in section 5, it goes on to
18 reiterate that.
19 Q. And do you know why Fannie
20 Mae would say that those loans, unless
21 corrected, could warrant repurchase
22 requests being issued in the future for
23 which GMAC Mortgage Corporation would be
24 directly responsible?

1 A. Well, my assumption is there
2 were loans in the GMAC servicing
3 portfolio that were acquired from Taylor,
4 Bean & Whitaker that would fall into the
5 potential repurchase categories that have
6 been noted here.
7 Q. And once those loans were
8 transferred to GMAC Mortgage, why would
9 GMAC Mortgage become directly
10 responsible?
11 A. Well, because they assumed
12 all reps and warranties on the portfolio
13 that they were acquiring.
14 Q. With regard to the 2002
15 Purchase and Sales Agreement between
16 Taylor Bean and GMAC, do you know whether
17 RFC was involved in those negotiations
18 for that agreement?
19 A. I believe they were.
20 Q. And how do you know that?
21 A. As reflected in the
22 conference calls that we had between
23 Colonial Bank, RFC, and other parties, I
24 remember RFC being involved in those

1 conversations.
2 Q. Do you know what role RFC
3 had in those conversations?
4 A. RFC was a creditor of
5 Taylor, Bean & Whitaker's, and RFC also
6 is an affiliate of GMAC.
7 Q. Prior to the application of
8 the 2002 Purchase and Sales Agreement,
9 Fannie Mae had informed GMAC already that
10 Fannie Mae had terminated Taylor Bean as
11 a seller and servicer; is that correct?
12 A. I don't know. Prior to what
13 date?
14 Q. May 31st, 2002, before the
15 transfer of the --
16 A. Yes.
17 Q. -- servicing rights? Okay.
18 A. Yes. Prior to that date, we
19 had informed GMAC.
20 Q. Did Fannie Mae inform GMAC
21 with regard to the reasons for that
22 termination?
23 A. I don't believe so.
24 Q. Did GMAC ever ask Fannie Mae

1 with regard to the reasons for the
2 termination?
3 A. I was never asked.
4 Q. Do you know whether GMAC
5 asked anyone else at Fannie Mae?
6 A. I don't know.
7 Q. Who -- do you know who at
8 Fannie Mae was dealing with GMAC, other
9 than yourself, with regard to the
10 transfer of the servicing rights on these
11 -- this last packet of loans?
12 A. Who, in particular? It
13 would have been people in our servicing,
14 our loan administration group, our
15 servicing operation, and a variety of
16 other people who have been involved in
17 the Taylor, Bean & Whitaker issue.
18 Q. Was there -- did Fannie Mae
19 have a front person that was to -- to
20 whom drafts of agreements or
21 correspondence was directed with regard
22 to the 2002 sale?
23 A. Oh, most of that
24 correspondence would have flowed through

1 (b) (7)(C)

2 Q. When (b) (7)(C) who

3 took over his position; do you know?

4 A. Well, on an interim basis,

5 (b) (7)(C) were sharing

6 responsibilities for (b) (7)(C) area of

7 responsibility. We then reorganized, so

8 it's hard to say who replaced him because

9 the job responsibilities and function

10 changed, and now it's a combination of

11 people, including (b) (7)(C) who's

12 a vice president. Same title as (b) (7)(C)

13 (b) (7)(C) but the responsibilities were a

14 little bit different.

15 Q. And after Sam retired, do

16 you know what happened to his files that

17 he had with regard to Taylor Bean?

18 A. They would still be in our

19 possession.

20 Q. Do you know whether GMAC had

21 any conversations with (b) (7)(C)

22 regarding the reasons for the termination

23 of Taylor, Bean & Whitaker?

24 A. I don't --

1 (b) (7)(C) Object to the
2 form of the question.
3 THE WITNESS: I'm sorry. I
4 don't.
5 BY (b) (7)(C)
6 Q. You testified that after the
7 transfer of the servicing rights in 2002
8 from Taylor Bean to GMAC, that GMAC had
9 assumed the reps and warranties with
10 regard to those loans?
11 A. Yes.
12 Q. As the servicer of Fannie
13 Mae loans, did GMAC have other
14 responsibilities or agreements with
15 Fannie Mae with regard to those loans?
16 A. Yes, in the context of
17 Fannie Mae has a contract with GMAC, and
18 as a regular Fannie Mae seller/servicer,
19 that portfolio is covered by all of the
20 terms of our contract with GMAC. It
21 covers accounting, remitting, reporting,
22 default management, collections, property
23 disposition, establishment and management
24 of custodial funds, custodial

1 documentation requirements. There's a
2 long list of responsibilities and duties
3 that are part of any servicing
4 relationship that we would have,
5 including the GMAC relationship.
6 Q. I just want to get this
7 straight. So Fannie Mae and GMAC have a
8 master service agreement that governs
9 GMAC's obligations to Fannie Mae when it
10 services Fannie Mae loans; is that
11 correct?
12 A. It's correct, and it's
13 identical to the one we had with Taylor,
14 Bean & Whitaker. We have one form.
15 Q. And does GMAC make certain
16 reps and warranties in that master
17 agreement?
18 A. Yes, they do.
19 (b) (7)(C) Object to the
20 form of the question.
21 Combination.
22 THE WITNESS: I'm sorry.
23 Yes.
24 BY (b) (7)(C)

1 Q. And do those reps and
2 warranties include the quality of the
3 servicing and the quality of the loans
4 that they're servicing?
5 (b) (7)(C) Same objection.
6 THE WITNESS: Yes.
7 BY (b) (7)(C)
8 Q. To the extent that GMAC
9 services a Fannie Mae loan, it's your
10 position, is it not, that the obligation
11 to repurchase one of those loans, to the
12 extent it's appropriate, lies with GMAC,
13 the servicer?
14 A. Can you rephrase that?
15 Sorry.
16 Q. Sure. When Fannie Mae sends
17 a repurchase request to a servicer --
18 A. Yes.
19 Q. -- like GMAC, it's Fannie
20 Mae's position that the obligation to
21 repurchase that loan lies in -- with the
22 servicer to whom it sent the repurchase
23 request; is that correct?
24 A. That is correct. We have

1 the right to demand a repurchase request
2 to both the seller and servicer, but our
3 routine is what you just described.
4 That's our operating procedure.
5 Q. And in that situation, to
6 the extent that the servicer may seek
7 reimbursement from an originator or third
8 party, Fannie Mae's position is that that
9 relationship is governed by whatever
10 agreements there may be between that
11 servicer and third party?
12 A. Exactly. We wouldn't be a
13 party to that relationship or that
14 contract.
15 Q. And to the extent that
16 Fannie Mae sent repurchase requests to
17 GMAC, it believed that GMAC was bound by
18 its obligations under the master service
19 agreement, as well as whatever reps and
20 warranties it made with regard to the
21 purchase agreement in 2002 to Fannie Mae?
22 (b) (7)(C) Object to the
23 form of the question.
24 (b) (7)(C): That's a really

1 bad question. Let me rephrase
2 that.
3 BY (b) (7)(C)
4 Q. To the extent that GMA --
5 when Fannie Mae sent a repurchase request
6 to GMAC, it believed that GMAC conduct
7 with regard to that repurchase request
8 was governed by the servicing agreement
9 between GMAC and Fannie Mae?
10 A. Correct.
11 Q. In your career at Fannie
12 Mae, Mr. Oppenheimer, how many instances
13 of a termination of a seller or servicer
14 have you been involved with?
15 A. I would estimate a couple of
16 dozen.
17 Q. And how many years have you
18 been with Fannie Mae?
19 A. 23 -- 24.
20 (b) (7)(C) Don't cheat
21 yourself.
22 BY (b) (7)(C)
23 Q. And by a couple dozen, you
24 mean approximately 24, so give or take?

1 A. Correct.
2 Q. And in those instances, did
3 Fannie Mae ever agree to retract a
4 termination at the request of any third
5 party or a particular party?
6 A. Not that I can recall.
7 Q. And in any instance, did
8 Fannie Mae agree to change the status of
9 the particular customer to an inactive
10 status, as we see in some of the requests
11 that were made here?
12 A. Not that I can recall.
13 Q. You said that you first
14 became involved with Taylor Bean in 2001;
15 is that correct?
16 A. I couldn't recall a date,
17 but that's about the right time period.
18 Q. Do you recall when in 2001,
19 whether it's early on, late?
20 A. I don't.
21 Q. Winter, summer, spring?
22 A. No.
23 Q. Earlier today we looked at
24 some documents that talked about the fact

1 that at the end of this termination
2 process, Fannie Mae believed that it had
3 addressed whatever exposure it may have
4 had with Taylor Bean with regard to those
5 loans. Do you recall those documents?
6 A. Yes.
7 Q. Was Fannie Mae, to your
8 knowledge, satisfied with the way that
9 Taylor Bean addressed the exposure that
10 Fannie Mae believed it had at the time
11 they terminated Taylor Bean?
12 (b) (7)(C): Object to the
13 form of the question.
14 THE WITNESS: Well, we
15 address the exposure. I'm not
16 quite sure about Taylor Bean. We
17 netted out the pro -- from
18 proceeds of the sale of the
19 servicing portfolio sufficient
20 funds to address all of the
21 obligations, liabilities, and
22 funds due from Taylor, Bean &
23 Whitaker.
24 BY (b) (7)(C)

1 Q. Were there funds provided by
2 Taylor Bean as part of the termination
3 wind-down, for lack of a better word, to
4 repurchase loans and to address some of
5 the things that we have seen here, today?
6 A. Oh, in the midst of all of
7 the reconciliation work, there were
8 repurchases that had to be made, there
9 were ASAP lines, As Soon As Pooled lines
10 that had to be repaid, and a variety of
11 other activities that needed to be
12 addressed by Taylor, Bean & Whitaker;
13 and, yes, they did address them.
14 THE WITNESS: Can I ask for
15 a real short break?
16 (b) (7)(C) Oh, of course.
17 THE WITNESS: I thought I
18 could go to 5:00, but I've had too
19 much water, and I'll just take
20 like two minutes.
21 (b) (7)(C) Sure.
22 THE WITNESS: All right.
23 Thank you.
24 THE VIDEOGRAPHER: Going off

1 the record. The time is 3:57
2 p.m. This is the end of Tape 5 of
3 the deposition of Zach
4 Oppenheimer.
5 (A recess was taken.)
6 THE VIDEOGRAPHER: We are
7 back on the record. The time is
8 4:00 p.m. This is the start of
9 Tape 6 of the deposition of Zach
10 Oppenheimer.
11 BY (b) (7)(C)
12 Q. Mr. Oppenheimer, after
13 Fannie Mae terminated Taylor, Bean &
14 Whitaker's relationship with Fannie Mae
15 in April, it sent people down to recover
16 the loan files; is that correct? Well,
17 let me ask you -- let me --
18 A. No.
19 Q. There were people down --
20 Fannie Mae sent people down to Ocala in
21 April of '02, after the termination
22 letter was delivered; is that right?
23 A. We had people there before
24 the termination was delivered, as well as

1 after.
2 Q. And after the termination,
3 other than the study done by The Clayton
4 Group, are you aware of any other
5 analysis or studies done of those loan
6 files?
7 A. Oh, yes, many. We've gone
8 over a lot of that today.
9 Q. Are you aware of whether or
10 not there was any audits done of the loan
11 files after the termination?
12 A. Yes. There was continuing
13 work in our underwriting area to review
14 loan files that still had not yet been
15 reviewed as of the date of termination.
16 Q. Do you know whether there
17 was a report that summarized all of
18 Fannie Mae's findings as a result of the
19 various analyses and audits that it did
20 of Taylor, Bean & Whitaker after the
21 termination?
22 A. I don't know. We capture
23 all of our post purchase review findings,
24 so the answer would be, yeah, there's

1 probably a report somewhere that would
2 show the conclusion of each of the loans
3 that we reviewed in our underwriting
4 process.
5 Q. I guess more specific to the
6 analysis that Fannie Mae did with regard
7 to Taylor Bean after the termination, was
8 there a memo that you drafted or someone
9 at Fannie Mae drafted with regard to the
10 conclusions or findings that it reached
11 as a result of its investigations?
12 A. Not beyond the memos that
13 we've reviewed today. I'm not aware of
14 another summary that was done
15 subsequently that would capture the
16 information that you're referring to.
17 Q. Do you recall that -- well,
18 let me ask you this: Do you remember
19 whether there was a person from a company
20 named Alliance that accompanied Fannie
21 Mae down to Ocala to Taylor Bean's
22 offices in April of '02 to review some of
23 the loan files?
24 A. No. I don't recall that.

1 (b) (7)(C) What number are we
2 on? Excuse me.
3 THE COURT REPORTER: 47.
4 THE WITNESS: We have 47
5 already. 48.
6 (b) (7)(C) You called this
7 one 48, though.
8 THE WITNESS: Oh, yeah. I'm
9 sorry. This was called 48.
10 (b) (7)(C) 49.
11 THE WITNESS: You're right.
12 49.
13 (b) (7)(C) Thank you.
14 (b) (7)(C) Do you need to
15 mark that one 48?
16 THE WITNESS: It does have
17 a 48 at the bottom.
18 - - -
19 (Handwritten notes, Bates
20 Nos. FNM-TBW 0020351 through
21 0020352 and 0020354 through
22 0020363, marked for identification
23 as Oppenheimer Exhibit No. 49)
24 - - -

1 BY (b) (7)(C)
2 Q. Mr. Oppenheimer, do you
3 recognize the handwriting on that?
4 A. Yes. These are my notes.
5 (b) (7)(C) Are all of them
6 your notes?
7 THE WITNESS: The first two
8 pages are. The third page does
9 not look like my handwriting.
10 BY (b) (7)(C)
11 Q. What about the fourth page?
12 A. The fourth page is mine.
13 Fifth page is mine. Sixth page is mine,
14 including the artwork. Seventh page is
15 mine.
16 Q. Very nice.
17 A. Thank you. And the eighth
18 page is mine.
19 Q. With regard to the --
20 (b) (7)(C) These are not
21 consecutive.
22 THE WITNESS: And I'm not
23 sure about the third page. It
24 just doesn't look like my

1 handwriting.
2 (b) (7)(C): There appears
3 to be one page that's missing in
4 this Bates range.
5 THE WITNESS: Oh, right. It
6 runs from 52 to 54.
7 BY (b) (7)(C)
8 Q. I just want to refer you to
9 one entry on one page, which is FNM-TBW
10 0020355.
11 A. Okay.
12 Q. At the top --
13 A. That is mine.
14 Q. Okay. At the top of the
15 page, April 3rd, '02, do you see that?
16 A. Yep. Yes.
17 Q. Under the first bullet
18 point, one says "Call (b) (7)(C) I believe?
19 A. Correct. "Call (b) (7)(C)
20 Q. And the fourth bullet point
21 under that says "Will line up Alliance
22 and incur costs." Do you see that?
23 A. Yes.
24 Q. Do you know what -- do you

1 remember what you were referring to when
2 you say "Will line up Alliance"?
3 A. Yes. I believe, at this
4 point in time, before we had any
5 agreement in place with Taylor, Bean &
6 Whitaker, we were trying to line up
7 potential interim servicers to take on
8 the Taylor, Bean & Whitaker servicing
9 portfolio in the event that we had to
10 seize it and move it immediately. And
11 this is a reference to Alliance Mortgage.
12 I believe they were located as close to
13 TBW as we could find for a servicer. I
14 think they're in Jacksonville, Florida.
15 And we had worked to have the ability to
16 move the portfolio to Alliance Mortgage,
17 if we needed to.
18 Q. Does that refresh your
19 recollection as to whether or not Fanny
20 Mae brought someone from Alliance with
21 them to Ocala in April of '02?
22 A. I have no recollection of
23 that.
24 Q. Do you know whether Alliance

later put in a bid for the servicing rights of the loans that were eventually transferred over to GMAC in 2002?

A. I think they did. I don't recall for certain.

Q. Were there ever occasions -- well, let me back up. You stated that it was Fannie Mae's position that when it had repurchase requests, it could seek reimbursement, for lack of a better word, from the servicer or the originator.

A. We have the right to do both, correct.

(b) (7)(C) Object to the form of the question.

THE WITNESS: Sorry.

We have the right to do both.

BY (b) (7)(C)

Q. Is there a policy within Fannie Mae on when it would be appropriate to send a repurchase request to the originator versus its regular practice of sending it to the servicer?

1 A. Our policy is to pursue it
2 with the servicer.
3 Q. Are you aware of any
4 instances where -- let me -- are you
5 aware of any instances where, rather than
6 pursuing it with the servicer, Fannie Mae
7 decided to seek reimbursement of those
8 funds from the originator?
9 A. There are special situations
10 where we've done that, yes.
11 Q. And what would -- in what --
12 under what circumstances would Fannie Mae
13 do that?
14 A. It's highly unusual, but we
15 could have arranged and negotiated terms
16 for the delivery of loans where we
17 bifurcated the selling and servicing reps
18 and warranties, and we've let the selling
19 reps and warranties reside with the
20 seller and the servicing reps and
21 warranties go to the servicer. That
22 would be one example of an exception like
23 that.
24 Q. Are there other examples of

1 circumstances where that would take
2 place?
3 A. I'm sure there are. There
4 are probably other examples where we've
5 done things like that. But, again, it's
6 not our policy and it's unusual for us to
7 do that. That would be an exception.
8 Q. Are you aware of any
9 instances where, with regard to GMAC and
10 Taylor Bean, Fannie Mae decided to seek
11 recourse from Taylor Bean as opposed to
12 seeking repurchase requests or
13 reimbursement from GMAC?
14 A. I mean, I would have to go
15 through the details of any loan that you
16 might have in mind to determine whether
17 that happened or not.
18 And I'll just state the
19 obvious. You know, there were probably
20 many repurchase requests outstanding
21 during the time that the portfolio was
22 transferred. So we would continue to
23 follow up with Taylor, Bean & Whitaker on
24 those outstanding repurchases, rather

1 than just start pursuing them with GMAC,
2 even if GMAC was the servicer at that
3 point in time.
4 Q. And are you aware of any
5 specific example of when that took place?
6 A. Well, I'm recalling that
7 from all of the documents we've seen
8 today, right. You saw that we had
9 repurchase requests outstanding, and even
10 loans that had not yet been reviewed,
11 around the same time that the servicing
12 was being transferred from one
13 institution to another.
14 Q. We spoke a bit about
15 repurchase requests and the processing of
16 repurchase requests. When Fannie Mae
17 sends repurchase requests to a servicer
18 like GMAC, you are aware that in certain
19 circumstances, GMAC or a servicer would
20 turn around and send a repurchase request
21 of its own to the originator?
22 A. Yes.
23 Q. And you're also aware that
24 there are times when the originator sends

1 an appeal or rebuttal of that repurchase
2 request to the servicer?
3 A. Yes, I assume, sure.
4 Q. Does the -- what
5 obligations, if any, does the servicer
6 have to review that rebuttal or appeal
7 and to forward that rebuttal or appeal to
8 Fannie Mae?
9 A. It wouldn't be of our
10 interest or concern to determine what the
11 servicer does with their correspondent.
12 What we're concerned about is the
13 relationship that we have with servicer
14 and enforcing our repurchase request.
15 Q. So it's Fannie Mae's
16 position that whatever the servicer does
17 with a rebuttal or appeal from the
18 originator, that's within the realm of
19 for the servicer to decide?
20 A. Yes. In the normal course
21 of business, if we're going to a servicer
22 to demand repurchase, and if they have
23 recourse or an agreement or any kind of
24 relationship with a third party, that

1 typically is between them and the third
2 party. Fannie Mae wouldn't even be aware
3 of the details or the terms of that kind
4 of relationship.
5 Q. If you turn back to
6 Oppenheimer Exhibit No. 44, the November
7 10th, 2003 memo --
8 A. Yes.
9 Q. -- I believe you testified
10 that this memo arose out of an
11 application that Taylor Bean submitted to
12 Fannie Mae for reinstatement; is that
13 correct?
14 A. That's correct. In late
15 2003.
16 Q. And this was an attempt by
17 (b) (7)(C) to lay out the issues between
18 Taylor Bean and Fannie Mae that would be
19 important to you in analyzing that
20 application?
21 A. Yes.
22 (b) (7)(C) Object to the
23 form of the question.
24 THE WITNESS: Sorry.

1 BY (b) (7)(C)
2 Q. Other than this memo, are
3 you aware of any other memos you received
4 from (b) (7)(C) analyzing or summarizing
5 the issues between Fannie Mae and Taylor
6 Bean as it may relate to the '03
7 application?
8 A. No, not related to the '03
9 application.
10 Q. And after you received this,
11 did you ever call (b) (7)(C) and ask for
12 further follow-up on any of the items
13 that are listed on this memo?
14 A. No. I don't believe so.
15 Q. I believe you may have
16 stated this, but it was your belief that
17 this memo accurately characterized the
18 issues and the relationship between
19 Taylor Bean and GMAC in 2002?
20 (b) (7)(C) No.
21 THE WITNESS: I don't know
22 that GMAC would --
23 (b) (7)(C) I am sorry. I
24 asked the totally wrong question.

1 I had GMAC on my mind.
2 BY (b) (7)(C)
3 Q. When you received this memo,
4 was it your belief that this memorandum
5 accurately characterized the relationship
6 and issues between Fannie Mae and Taylor
7 Bean in '02 as it may relate to the
8 application in '03?
9 A. I accepted and concurred
10 with the recommendation and found the
11 supporting documentation to be adequate,
12 sufficient.
13 Q. Referring back to the 200 or
14 so uninsured government loans that you
15 talked about earlier --
16 A. Yes.
17 Q. -- in your capacity as the
18 Rule 30(b)(6) designee for Fannie Mae,
19 are you aware of any facts that would
20 support the proposition that anyone at
21 Taylor Bean knew, at the time of the sale
22 of those loans to Fannie Mae, that those
23 loans were not insured?
24 (b) (7)(C) Object to the

1 form of the question.
2 (b) (7)(C) Wait just one
3 second.
4 (b) (7)(C) I'm going to
5 object. I don't believe that
6 topic was covered under the
7 30(b)(6) notice.
8 (b) (7)(C) I would just refer
9 counsel to Oppenheimer Exhibit 1.
10 I'm not arguing with you. I just
11 want to point out topic number 4,
12 which is "All issues concerning
13 [Fannie Mae's] termination of
14 TBW's mortgage selling and
15 servicing contract for cause on
16 April 1, 2002."
17 (b) (7)(C) And what was
18 your question, again, counsel?
19 Could you repeat it?
20 (b) (7)(C) Could you repeat
21 it for me?
22 (Reporter read back from the
23 stenographic record.)
24 (b) (7)(C) I still submit

1 that -- I object. Mr. Oppenheimer
2 doesn't know what was in TBW's
3 knowledge at the time of the
4 termination. If he has any
5 additional knowledge about this,
6 he is welcome to answer, but he
7 doesn't --
8 THE WITNESS: And that would
9 have been my answer. How could I
10 know what TBW knew or didn't know?
11 BY (b) (7)(C)
12 Q. My question to you is a bit
13 more specific. It's not what TBW knew or
14 didn't know. My question is, as the Rule
15 30(b)(6) designee, are you aware of --
16 are you aware of any facts that would
17 support the proposition that Taylor, Bean
18 & Whitaker knew at the time of the sale
19 of those loans to Fannie Mae that those
20 loans were not --
21 (b) (7)(C) Object to the
22 form.
23 (b) (7)(C) -- were not
24 insured?

1 THE WITNESS: Well, let me
2 just give you a simple answer.
3 The requirement that we have
4 for the delivery of an FHA loan
5 requires that the loan have proper
6 mortgage insurance and be
7 documented appropriately with a
8 mortgage insurance certificate.
9 There's a representation provided
10 to us by any seller of an FHA loan
11 that it fully meets our
12 requirements. These loans didn't.
13 BY (b) (7)(C)
14 Q. Other than those facts, are
15 you aware of any other facts that would
16 support that proposition?
17 A. I really don't know. You're
18 asking me to think about what TBW was
19 thinking or doing. I don't know how I
20 could do that. Unless I'm
21 misunderstanding --
22 Q. Yeah. I think, perhaps,
23 there's a disconnect. I'm not asking --
24 I'm asking you whether you are aware of

1 any facts. And your answer might be
2 you're not aware of any facts, other than
3 what you just testified to. But are you
4 aware of any facts that would support a
5 proposition that claim that Taylor Bean
6 knew at the time that it sold those loans
7 to Fannie Mae that those loans were not
8 insured.
9 (b) (7)(C) Object to the
10 form of the question.
11 THE WITNESS: Short answer:
12 No.
13 BY (b) (7)(C)
14 Q. Similarly, as Fannie Mae's
15 Rule 30(b)(6) designee, are you aware of
16 any facts that would support a
17 proposition that claimed that Taylor Bean
18 knew that certain loans were delinquent
19 at the time of sale, or that Taylor Bean
20 management had falsified the LPI dates
21 with regard to certain loans?
22 A. I'm having the same
23 fundamental problem with the question.
24 Can you rephrase it?

1 Q. Of course. Maybe if I broke
2 it down.
3 Are you aware of any facts
4 that would indicate that, to the extent
5 there were loans where the LPI date was
6 inaccurate, that Taylor Bean management
7 knew that those loans were delinquent at
8 the time that it sold those loans to
9 Fannie Mae?
10 (b) (7)(C) Object to the
11 form of the question.
12 THE WITNESS: I'm sorry. I
13 really don't understand what
14 you're getting at.
15 (b) (7)(C) Do you want to
16 show Mr. Oppenheimer a document
17 and ask him about --
18 (b) (7)(C) Yeah. I'm sorry.
19 BY (b) (7)(C)
20 Q. If you turn to Oppenheimer
21 Exhibit 44, which is the November 10th,
22 2003 --
23 A. Yes.
24 Q. -- memo, can you -- the

1 second bullet point from the top --
2 A. Yes.
3 Q. -- says "loans with
4 inaccurate LPI dates"?
5 (b) (7)(C) From the
6 bottom, you mean.
7 (b) (7)(C) I'm sorry. From
8 the bottom, yes.
9 THE WITNESS: Okay.
10 BY (b) (7)(C)
11 Q. It states, "It was
12 determined that 16 loans had
13 discrepancies in the current LPI date."
14 Do you see that?
15 A. Yes, I do.
16 Q. With regard to those loans,
17 are you aware of any facts that would
18 support the proposition that someone from
19 Taylor Bean knew that those loans were
20 delinquent at the time that those loans
21 were sold to Fannie Mae?
22 (b) (7)(C) Object to the
23 form of the question.
24 THE WITNESS: Let me try to

1 be helpful. If what you're asking
2 me is -- and by the way, this
3 doesn't state that these loans
4 with delinquent at the time of
5 delivery. What this says is,
6 based on our servicing system,
7 these loans were reported as being
8 current, but they weren't. They
9 were delinquent.
10 So if you're asking me, is
11 it possible for that to happen,
12 and do I know what circumstances
13 would have caused it to happen,
14 sure, it's possible, because it
15 did happen, and there could have
16 been a number of different factors
17 that caused it to happen.
18 BY (b) (7)(C)
19 Q. And you don't, sitting here
20 today, you don't know what caused that
21 to --
22 A. Of course not. I have no
23 way of determining what caused those 16
24 loans to be misreported.

1 (b) (7)(C) I'm just trying to
2 cut down.
3 - - -
4 (Letter dated February 4,
5 2003, Bates Nos. FNM-TBW 0026137
6 and 0026138; Letter dated May 7,
7 2003, Bates No. GMACM0000563,
8 marked for identification as
9 Oppenheimer Exhibit No. 50.)
10 - - -
11 (b) (7)(C) Off the record.
12 (Discussion off the
13 stenographic record.)
14 BY (b) (7)(C)
15 Q. Okay. I'm going to hand you
16 what has been marked Oppenheimer Exhibit
17 No. 50. It's -- there are actually two
18 documents. One is dated February 4th,
19 2003, the other one is dated May 7th,
20 2003.
21 Referring to the first
22 document on the first page Bates numbered
23 FNM-TBW 0026137, do you recognize this as
24 a typical repurchase request that Fannie

1 Mae signs?
2 A. I'm familiar with it, so let
3 me just read it, and then I'll be happy
4 to respond.
5 So, I'm sorry, yes. This is
6 a standard Fannie Mae repurchase request.
7 Actually, it's a proper -- it's an
8 underwriting review letter that came from
9 our National Underwriting Center in
10 Dallas and was went to GMAC Mortgage in
11 February of '03.
12 Q. The end of the last sentence
13 on the first -- the last sentence of the
14 first paragraph on the first page states:
15 "If you have additional information that
16 would address these issues, forward it to
17 us within the next 30 days." Do you see
18 that?
19 A. Yes, I do.
20 Q. Under Fannie Mae's
21 repurchase procedures, what would happen
22 to this particular repurchase request if
23 Fannie Mae did not receive any sort of
24 response within 30 days?

1 A. We would expect either for
2 the institution that we've written to, to
3 follow our requirements, which would
4 include remitting funds through Mornet
5 and basically repurchasing the loan, or
6 we would send a follow-up to get a
7 response.
8 Q. And I believe you testified
9 earlier that under the Fannie Mae
10 repurchase guidelines that there was a
11 60-day deadline?
12 A. Well, we were talking about
13 general process, and I had explained that
14 we typically require and expect the
15 repurchase request to be resolved and
16 addressed within 60 days.
17 Q. And in those typical
18 circumstances, if those repurchase
19 requests are not addressed in 60 days and
20 you get no response, then what would be
21 Fannie Mae's position? What would Fannie
22 Mae do?
23 A. Well, again, we would send a
24 follow-up letter. We ultimately would

1 contact the institution, if we couldn't
2 get a response to a letter or a response
3 in writing. There are circumstances with
4 aged repurchase requests that we
5 ultimately have to call an executive at
6 the institution to get a response to the
7 repurchase request.
8 Q. You mentioned the master
9 servicing agreement between GMAC and
10 Fannie Mae. Do you recollect in that
11 agreement what sort of time frame GMAC
12 had to respond to repurchase requests to
13 Fannie Mae?
14 A. We have a standard selling
15 and servicing agreement that wouldn't be
16 unique to GMAC. But I would have to
17 check it to tell you whether, you know,
18 what the specific timeline is that is
19 required in the contract.
20 Q. So sitting here today, you
21 don't know whether it's 30 days or 60
22 days or --
23 A. That would be the part about
24 me having to check.

1 Q. Just wondering.
2 A. I'm sorry. It's getting
3 late, but I answered.
4 - - -
5 (Letter dated April 30,
6 2003, to (b) (7)(C) from (b) (7)(C)
7 (b) (7)(C) Letter dated October 25,
8 2003, to (b) (7)(C) from (b) (7)(C)
9 (b) (7)(C) marked for identification
10 as Oppenheimer Exhibit No. 51.)
11 - - -
12 BY (b) (7)(C):
13 Q. I hand you what is marked
14 Exhibit No. 51. It's a two-page
15 document, first page appears to be an
16 April 30th, 2003 letter from Fannie Mae
17 to GMAC Mortgage. The second one appears
18 to be an October 25th, 2003 letter from
19 GMAC Mortgage to Taylor Bean.
20 Focusing on the first page
21 here on Fannie Mae letterhead, could you
22 review that and tell me whether that's a
23 standard form of a repurchase request
24 that goes out with regard to -- to a

1 servicer?
2 A. It looks rather standard.
3 It's odd that there's no address on here
4 for GMAC Mortgage or for Fannie Mae.
5 That's odd, but, you know, I'm sure that
6 this is a standard form.
7 Q. And you testified that there
8 came a time -- there would come a time
9 with regard to certain loans that Fannie
10 Mae would simply make a -- demand payment
11 of a certain amount, and I just would
12 refer you to the last paragraph on this
13 letter. "Fannie Mae would like receipt
14 of payment by May 12th of '03." Do you
15 see that?
16 A. Yes.
17 Q. If Fannie Mae didn't receive
18 payment by May 12th of '03, again, would
19 you follow up with the institution --
20 A. Yes, we would.
21 Q. -- to obtain payment?
22 A. Yes.
23 Q. Once Fannie Mae makes a
24 demand to receive payment such as that

1 set forth in this letter, does a servicer
2 like GMAC have an opportunity to try to
3 rebut or appeal that particular request?
4 A. All of our customers do,
5 yes.
6 Q. Going back to the eight
7 loans that were -- that list Lee Farkas
8 as the borrower, for a second, you stated
9 that it was your belief that operational
10 sloppiness, as you termed it, that those
11 eight loans wouldn't -- could not be
12 attributable to operational sloppiness?
13 A. That's my opinion.
14 Q. It's our opinion. Did you
15 ever convey that opinion to anyone at
16 Taylor, Bean & Whitaker?
17 A. I don't know if I expressed
18 it that way, but they clearly knew that
19 my understanding and expectation was that
20 that should never have happened. And
21 "that" being the delivery of those loans
22 to Fannie Mae.
23 Q. And as I understand it,
24 Taylor Bean then repurchased those loans;

1 is that correct?
2 A. Ultimately, I think those
3 loans were repurchased.
4 Q. Did you --
5 (b) (7)(C) That's all I have.
6 (b) (7)(C) Thank you.
7 (b) (7)(C) What time is
8 it?
9 THE WITNESS: 4:35.
10 (b) (7)(C) Can we go off the
11 record?
12 (b) (7)(C) Yes, please.
13 THE VIDEOGRAPHER: Going off
14 the record. The time is 4:34 p.m.
15 (A recess was taken.)
16 THE VIDEOGRAPHER: We're
17 back on the record. The time is
18 4:42 p.m.
19 (b) (7)(C) Another exhibit
20 sticker please. What's the last
21 number?
22 THE WITNESS: You're up to
23 52 on this new one.
24 (b) (7)(C) Thank you.

1 (Discussion off the
2 stenographic record.)
3 - - -
4 (Email Bates Nos. FNM-TBW
5 0014088 and 14089, marked for
6 identification as Oppenheimer
7 Exhibit No. 52.)
8 - - -
9 BY (b) (7)(C)
10 Q. (b) (7)(C) I'm now
11 showing you what I'm shuffling across the
12 paper as Oppenheimer Exhibit No. 22.
13 (b) (7)(C) 52.
14 (b) (7)(C) 52.
15 THE WITNESS: 52 is correct.
16 Yes.
17 BY (b) (7)(C)
18 Q. Okay. This is an email from
19 (b) (7)(C) at Fannie Mae to (b) (7)(C)
20 (b) (7)(C) and cc'ing (b) (7)(C) and (b) (7)(C)
21 (b) (7)(C) on April 12th, 2002; is that
22 correct?
23 A. That is correct.
24 Q. And on the second -- and

1 it's an email to them that discusses the
2 repurchases from TBW on April 3rd, 2002,
3 and if you flip the page, it has a list
4 of repurchases; does it not?
5 A. Yes, it does.
6 Q. Okay.
7 A. List of loans.
8 Q. Loans. I'm sorry.
9 And at the bottom, the last
10 seven loans, those are all to which
11 borrower?
12 A. It reads Farkas for the
13 borrower for the last eleven.
14 Q. Okay. So then is it a true
15 statement that Mr. Farkas' eight loans
16 were not, which we have discussed today,
17 were not repurchased by TBW until TBW was
18 terminated by Fannie Mae?
19 (b) (7)(C) Objection to form.
20 THE WITNESS: It appears
21 that way. I can't tell what the
22 repurchase date is on your second
23 page, but if you assume that it is
24 the same date as the date of the

1 message, then that date does
2 follow after the termination of
3 Taylor, Bean & Whitaker.
4 Now this reference in the
5 message, itself, though, refers to
6 funds that were withheld on April
7 the 3rd; and, again, I'm assuming
8 here that that is some sort of
9 reference to a disbursement that
10 took place on April the 3rd. I
11 have no idea what that
12 disbursement is.
13 BY (b) (7)(C)
14 Q. Okay. And the attachment on
15 the front page of this, the name is "TBW
16 repurchases," correct?
17 A. That's the name of the file,
18 correct.
19 Q. File. And the file, or the
20 top, or the chart on the second page says
21 "TBW repurchases"; does it not?
22 A. That's correct.
23 Q. I would like to invite your
24 attention back to Oppenheimer Deposition

1 No. 48, sir?
2 A. 48.
3 Q. It is May 22nd, 2002,
4 memorandum --
5 A. Yes.
6 Q. -- from (b) (7)(C) to
7 (b) (7)(C)
8 A. Got it.
9 Q. You do have that,
10 Mr. Oppenheimer?
11 A. Yes.
12 Q. Okay. Thank you.
13 In the subject of this, just
14 so we're clear, (b) (7)(C) worked for
15 Fannie Mae; is that correct?
16 A. He did and he does.
17 Q. What --
18 A. He's an attorney on our
19 staff here.
20 Q. Thank you. And the subject
21 says "Preliminary Comments to Purchase
22 and Sale Agreement between Taylor, Bean &
23 Whitaker Mortgage Corporation and GMAC
24 Mortgage Corporation"; is that correct?

1 A. That is correct.
2 Q. And so when I asked you
3 earlier today if you had any knowledge as
4 to whether Fannie Mae made any comment or
5 clarification as to the 2002 Purchase
6 Sale Agreement, does this refresh your
7 memory as to whether Fannie Mae made any
8 comments or clarifications as to that
9 agreement?
10 A. Well, it answers the
11 question, but I wasn't familiar with this
12 document in 2002, or before today.
13 Q. Okay. And just so we're
14 clear, based upon this document --
15 A. Yes.
16 Q. -- do you now know that
17 Fannie Mae did make comments --
18 A. It appears that we sent our
19 comments...
20 COURT REPORTER: Did you
21 want to finish your question?
22 (b) (7)(C) Please answer.
23 THE WITNESS: Yes. It's
24 clear that we sent our comments to

1 GMAC Mortgage pertaining to the
2 Purchase and Sale Agreement on the
3 TBW portfolio.
4 BY (b) (7)(C)
5 Q. And then with regard to
6 number 33, which is the purchase and sale
7 agreement, itself, we've previously
8 discussed today that Fannie Mae actually
9 executed and signed off on and was a
10 signatory to that agreement; is that
11 correct?
12 A. That is correct.
13 (b) (7)(C) Okay. That's
14 all I have.
15 (b) (7)(C) We're done.
16 (b) (7)(C) We're done.
17 THE WITNESS: Thank you.
18 THE VIDEOGRAPHER: We're
19 going off the record. The time is
20 4:46 p.m. This is the end of Tape
21 6 of the deposition of Zach
22 Oppenheimer.
23 (Videotaped deposition
24 concluded at 4:46 p.m.)

1 C E R T I F I C A T E

2

3 I, (b) (7)(C), a Certified Court
4 Reporter of the State of New Jersey, CCR License No.
5 (b) (7)(C) do hereby certify that prior to the
6 commencement of the examination, ZACH OPPENHEIMER
7 was duly sworn by me to testify to the truth, the
8 whole truth, and nothing but the truth.
9 I DO FURTHER CERTIFY that the foregoing
10 is a true and accurate transcript of the testimony
11 as taken stenographically by and before me at the
12 time, place, and on the date hereinbefore set forth.
13 I DO FURTHER CERTIFY that I am neither a
14 relative nor employee nor attorney nor counsel of
15 any of the parties to this action, and that I am
16 neither a relative nor employee of such attorney or
17 counsel, and that I am not financially interested in
18 the action.
19
20
(b) (7)(C) CCR, CRR, CLR, CCP
21 Certified Court Reporter (b) (7)(C)
Certified Realtime/LiveNote Reporter
22 Certified Communications Access Provider
23
24 Dated: November 10, 2007

1 - - - - - -

E R R A T A

2 - - - - - -

3 PAGE LINE CHANGE

4 ____ ____ _____

5 ____ ____ _____

6 ____ ____ _____

7 ____ ____ _____

8 ____ ____ _____

9 ____ ____ _____

10 ____ ____ _____

11 ____ ____ _____

12 ____ ____ _____

13 ____ ____ _____

14 ____ ____ _____

15 ____ ____ _____

16 ____ ____ _____

17 ____ ____ _____

18 ____ ____ _____

19 ____ ____ _____

20 ____ ____ _____

21 ____ ____ _____

22 ____ ____ _____

23 ____ ____ _____

24 ____ ____ _____

1 ACKNOWLEDGMENT OF DEPONENT

2

3

4 I,_____, do hereby certify

5 that I have read the foregoing pages, and that the

6 same is a correct transcription of the answers given

7 by me to the questions therein propounded, except

8 for the corrections or changes in form or substance,

9 if any, noted in the attached Errata Sheet.

10

11

12

13

14 _____ _____

15 ZACH OPPENHEIMER DATE

16

17 Subscribed and sworn to before me this

18 _____ day of _____, 20____.

19

20 My commission expires:_____

21

22 _____

23 Notary Public

24

1 LAWYER'S NOTES

2 PAGE LINE

3 --- --- ---

4 --- --- ---

5 --- --- ---

6 --- --- ---

7 --- --- ---

8 --- --- ---

9 --- --- ---

10 --- --- ---

11 --- --- ---

12 --- --- ---

13 --- --- ---

14 --- --- ---

15 --- --- ---

16 --- --- ---

17 --- --- ---

18 --- --- ---

19 --- --- ---

20 --- --- ---

21 --- --- ---

22 --- --- ---

23 --- --- ---

24 --- -- ---