Exhibit C

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

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In the matter of the application of

THE BANK OF NEW YORK MELLON (as Trustee under various Pooling and Servicing Agreements and Indenture Trustee under various Indentures), BlackRock Financial Management Inc. (intervenor), Kore Advisors, L.P. (intervenor), Maiden Lane, LLC (intervenor), Maiden Lane II, LLC (intervenor), Maiden Lane III, LLC (intervenor), Metropolitan Life Insurance Company (intervenor), Trust Company of the West and affiliated companies controlled by The TCW Group, Inc. (intervenor), Neuberger Berman Europe Limited (intervenor), Pacific Investment Management Company LLC (intervenor), Goldman Sachs Asset Management, L.P. (intervenor), Teachers Insurance and Annuity Association of America (intervenor), Invesco Advisers, Inc. (intervenor), Thrivent Financial for Lutherans (intervenor), Landesbank Baden-Wuerttemberg (intervenor), LBBW Asset Management (Ireland) plc, Dublin (intervenor), ING Bank fsb (intervenor), ING Capital LLC (intervenor), ING Investment Management LLC (intervenor), New York Life Investment Management LLC (intervenor), Nationwide Mutual Insurance Company and its affiliated companies (intervenor), AEGON USA Investment Management LLC, authorized signatory for Transamerica Life Insurance Company, AEGON Financial Assurance Ireland Limited, Transamerica Life International (Bermuda) Ltd., Monumental Life Insurance Company, Transamerica Advisors Life Insurance Company, AEGON Global Institutional Markets, plc, LIICA Re II, Inc., Pine Falls Re, Inc., Transamerica Financial Life Insurance Company, Stonebridge Life Insurance Company, and Western Reserve Life Assurance Co. of Ohio (intervenor), Federal Home Loan Bank of Atlanta (intervenor), Bayerische Landesbank (intervenor), Prudential Investment Management, Inc. (intervenor), and Western Asset Management Company (intervenor),

Petitioners,

for an order pursuant to CPLR § 7701 seeking judicial instructions and approval of a proposed settlement.

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Index No. 651786/11

Assigned to:
Kapnick, J.

ORAL ARGUMENT REQUESTED

THE INSTITUTIONAL INVESTORS' MEMORANDUM IN OPPOSITION TO THE NEW YORK ATTORNEY GENERAL'S MOTION TO INTERVENE

The Institutional Investors,[1] Intervenor-Petitioners in support of the Trustee's Petition by Order of this Court dated July 8, 2011 (Doc. #39), submit this objection to the motion to intervene filed by the New York Attorney General ("NYAG").

I.
Introduction

The NYAG seeks to intervene in this Article 77 proceeding in two capacities: (i) as claimant, to assert affirmative claims against the Trustee; and, (ii) as objectant, to object to the settlement. This motion should be denied for the following reasons:

First, the Institutional Investors object to the NYAG's attempt to assert affirmative claims against the Trustee in this proceeding. The NYAG is free to file its affirmative claims in a separate lawsuit. This Article 77 proceeding, however, is not the appropriate venue for those claims. Permitting the NYAG to prosecute affirmative claims against the Trustee in this proceeding would deprive certificateholders of their right to an expedited resolution of this matter, which is contrary to applicable law and undermines the purpose of an Article 77 proceeding.

Second, though the Attorney General has appeared neither as a certificateholder nor on behalf of any certificateholder, and thus lacks standing to intervene in this proceeding,[2] the Court

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[1] The Institutional Investors are set forth in the above caption. Unless otherwise indicated, capitalized terms used herein have the meanings assigned to them in the Trustee's Petition (Doc. #1).

[2] *See People v. Grasso*, 54 A.D.3d 180, 861 N.Y.S.2d 627, 638-43 (1st Dept. 2008) (citations and quotations omitted) (holding that NYAG's "*parens patriae* standing does not create standing for the NYAG to be heard in disputes regarding the private interests of third parties" because "it is not sufficient for the People to show that wrong has been done to someone; the wrong must appear to be done to the People in order to support an action by the People for its redress;" and explaining that the NYAG's attempt to prosecute private claims for the benefit of private parties "raises serious constitutional questions" in light of the prohibition on the expenditure of public funds for private undertakings contained in Article VII, 8(1) of the New York Constitution).

may consider the views of the NYAG as *amicus curiae* should it wish to do so. Here, however, the sole issue before the Court is the resolution of private contract rights existing between certificateholders and the Trustee, so the NYAG's motion to intervene and object as a party should be denied.

II.
The NYAG's Affirmative Claims Do Not Belong in this Article 77 Special Proceeding

The Court has already reminded the parties, "[i]t's important to remember that this petition was brought as an Article 77 proceeding."[3] Article 77 special proceedings are intended to provide trustees and trust beneficiaries with an expeditious and efficient means for resolving trust related issues.[4] For this reason, New York courts regularly refuse to permit litigants to convert Article 77 proceedings into adversary, plenary actions involving claims for damages or other relief.[5]

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[3] Transcript of August 5, 2011 Hearing at 18:21-22.

[4] *See, e.g. Gregory v. Wilkes*, 26 Misc. 641, 205 N.Y.S.2d 405, 407 (Sup. Ct. N.Y. County 1960) ("The reason for the enactment of article 79 [the predecessor of Article 77] was to provide a special proceeding in trust accountings and administrations with incidental construction and enforcement relief in the interests of expedition and economy."); *In re Bucherer's Trust*, 21 Misc. 2d 566, 196 N.Y.S.2d 439, 440-41 (Sup. Ct. N.Y. County 1959) ("The summary proceeding relating to express trusts made by living persons or by last will and testament was intended to dispense with the cumbersome details of a plenary action in regard to settlement of accounts and construction of the trust."); CPLR § 401, Practice Commentaries (McKinney 2010) (noting that "[s]peed, economy, and efficiency are the hallmarks of" a special proceeding.). *See also* CPLR § 7701, Practice Commentaries (McKinney 2010) ("A proceeding brought pursuant to CPLR 7701 is governed generally by CPLR Article 4, which supplies rules of procedure for all special proceedings.").

[5] *See, e.g. In re Houston's Trust*, 30 A.D.2d 999, 294 N.Y.S.2d 225, 227 (3d Dep't 1968) (denying joinder of affirmative claims against trustee in Article 77 proceeding because a "special proceeding brought under article 77 is not one adaptable to the type of adversary plenary litigation envisioned by the action brought by executors.") (emphasis added); *Tankoos-Yarmon Hotels, Inc. v. Smith*, 58 Misc. 2d 1072, 299 N.Y.S.2d 937, 937 (App. Term, 1st Dep't 1968) (reversing denial of severance in special proceeding because "it would inordinately delay a

A.

The Prejudice to Certificateholders from Delay

The certificateholders' interest in resolving this special proceeding with "[s]peed, economy, and efficiency"[6] is apparent. The cost of delay in the approval and funding of the Settlement to certificateholders in the Covered Trusts, in aggregate, is over $1 million a day (assuming an average 5% certificateholder internal rate of return).[7] In addition, as part of the servicing reforms obtained by the Trustee in the Settlement Agreement, the Bank of America entity charged with servicing the mortgages in the Covered Trusts is required to pay monetary compensation to the trusts if it fails to meet specified performance benchmarks.[8] The obligation

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disposition of the primary claim if a severance is denied.") (emphasis added); *Great Park Corp. v. Goldberger*, 41 Misc. 2d 988, 246 N.Y.S.2d 810, 812-13 (Civ. Ct., N.Y. County 1964) (granting severance in special proceeding and noting that "[i]t is essential, however, to vest the court with broad powers to control such joinder or interposition of claims and to order severances when the summary nature of the special proceeding would be jeopardized.") (emphasis added). *See also* 4 West McKinney's Forms Civil Practice Law and Rules § 10:35 ("At any time a court may order severance of a claim, counterclaim, or cross-claim, or severance as to a particular party, and order that the proceeding then continue as to such severed claim or party either as an action or as a separate special proceedings. This procedure is another example of the court being given power to move the special proceeding to an expeditious conclusion without confusion or delay from collateral issues.") (emphasis added). *See generally Pier v. Bd. Of Assessment Review of Niskayuna*, 209 A.D.2d 788, 617 N.Y.S.2d 1004, 1006 (3d Dep't 1994) ("Any benefit to be gained from the intervention sought in this case would undoubtedly be more than offset by the resulting delay and obfuscation of the core issue.").

[6] CPLR § 401, Practice Commentaries (McKinney 2010) (noting that "[s]peed, economy, and efficiency are the hallmarks of" a special proceeding). *See also* CPLR § 7701, Practice Commentaries (McKinney 2010) ("A proceeding brought pursuant to CPLR 7701 is governed generally by CPLR Article 4, which supplies rules of procedure for all special proceedings.").

[7] Until the Settlement is approved, the $8.5 billion settlement amount remains in the hands of Countrywide and Bank of America and out of reach of certificateholders, who would prefer, not only that their ability to be paid not be subject to the vagaries of these entities' balance sheets, but also that these funds be put to work for *their* benefit and not kept for the benefit of Bank of America and Countrywide.

[8] Settlement Agreement (Exh. B to Trustee's Petition (Doc. # 1)) at ¶ 5(c).

to make these payments, however, does not arise until after the Settlement is approved.[9] Every day of delay in approving the Settlement deprives certificateholders of both the monetary and incentive benefits of these payments. The monetary incentive is obvious: the Trusts, on approval of the Settlement, will be compensated automatically for deficient performance. The *incentive* created by the payments is more subtle, but no less important: by *penalizing* poor servicing, the penalties create an *incentive* for Bank of America to improve its servicing rapidly, in order to avoid paying the penalties. The longer those penalties are held in abeyance by litigation over approval of the settlement, the weaker this incentive becomes.

Moreover, even if the ultimate outcome of this proceeding is that the Court declines to approve the Settlement – an outcome we believe would be disastrous to the certificateholders -- certificateholders and the Trustee have a clear interest in knowing that fact without delay. That is particularly true given that many of the objectors have proffered no plan at all for the pursuit of the Covered Trusts' claims if they succeed in preventing the Settlement from being approved.

Protecting the substantial rights and interests of certificateholders depends on an expedited and efficient resolution of the issues before the Court. The right to an expedited resolution will be lost if the NYAG is permitted to turn this proceeding into a venue for the prosecution of its own affirmative claims against the Trustee.

In order to achieve prompt resolution of an Article 77 special proceeding, "[t]he court in a special proceeding is . . . given the degree of control over the parties necessary to preserve the summary nature of the proceeding."[10] For example, "[t]he usual CPLR devices allowing for free

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[9] *Id.*

[10] CPLR § 401, Legislative Report (McKinney 2010).

joinder of parties after commencement of the action *are rendered inoperative* by CPLR 401,"[11] and the Court is empowered to sever claims as "may be appropriate, in the court's discretion, *to avoid delay*, confusion, or prejudice,"[12] which is "especially important in a special proceeding, which is intended to be summary in nature."[13]

If the Court permits the NYAG to convert this Article 77 special proceeding into a plenary venue for its affirmative claims against the Trustee, the result could be years of contentious litigation. During this delay, the certificateholders would remain on the sidelines — deprived of the benefits of the settlement, yet unable to obtain relief by other means, because the Covered Trusts' claims have been *settled* and are awaiting approval. These delays could be substantial. The NYAG's ancillary claims against the Trustee will wend their way through the normal, extended procedures of the litigation process. They will not be summary in nature or expedited because no special proceeding status applies the NYAG's separate claims against the Trustee. During all this time, the benefits of the Settlement will be held indefinitely in limbo, because the Settlement cannot be finalized until a final judgment is entered.

Such a result is patently unfair to certificateholders. It is contrary to the purpose of an Article 77 proceeding. It is also easily avoidable, if the Court simply exercises "control over the parties necessary to preserve the summary nature" of this special proceeding,[14] and makes use of

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[11] CPLR § 401, Practice Commentaries (McKinney 2010) (emphasis added).

[12] CPLR § 407, Practice Commentaries (McKinney 2010) (emphasis added).

[13] *Id.* (emphasis added).

[14] CPLR § 401, Legislative Report (McKinney 2010).

its power to sever claims "to avoid delay, confusion, or prejudice" to preserve the summary nature of this proceeding.[15]

B.
This is Not the Proper Forum for the NYAG's Affirmative Claims Based on the Trustee's Alleged Failures Relating to Mortgage and Loan File Quality

The NYAG offers no legitimate reason why it should be permitted to convert this limited Article 77 special proceeding into a plenary forum for its affirmative claims against the Trustee. Other than one breach of fiduciary duty count, discussed in part II(C), *infra*, the NYAG's claims are based entirely on claims that are not at issue in this special proceeding (*e.g.*, the Trustee's alleged failure to notify certificateholders of issues regarding the quality of mortgages in the trusts and alleged misrepresentations to certificateholders that the loan files for such mortgages were adequate and complete[16]). In this Article 77 proceeding, the sole issue before the Court is whether the Trustee acted within its discretion in settling claims of the Covered Trusts against Countrywide and Bank of America.

Nothing in the Settlement Agreement, the releases granted in it, or the final judgment that the Trustee seeks in this case, bears upon or purports to release the claims the NYAG now asserts against the Trustee based on its alleged actions and inactions with respect to the quality of mortgages and loan files. Accordingly, the NYAG is -- and will remain -- entirely free to pursue these claims in separate, stand-alone litigation. Indeed, the NYAG's sole claims of a connection between these claims and the pending Article 77 proceeding (confined to a footnote in its memorandum of law) are: (i) an assertion that the Trustee may later claim that the release in the Settlement Agreement – which grants no release in favor of the Trustee – somehow bars claims

[15] *See* Note 13, *supra*.

[16] NYAG Petition (Doc. # 104) at ¶¶ 35-43.

against the Trustee; and (ii) an unsupported assertion that facts found by the Court in this limited special proceeding may later be found to be binding on the NYAG.[17]

As to the first point, a release *by* the Trustee of the Covered Trusts, one that inures solely to the benefit of Countrywide and Bank of America, could not ever be argued to affect a release *of* the Trustee. No provision of the Settlement Agreement contains *any* release of the Trustee with respect to any of the claims the NYAG seeks to pursue, and the NYAG has cited none that even arguably does so. The NYAG's submission, in fact, admits the Settlement cannot fairly be read this way.[18] Instead, the NYAG complains only that the Trustee (as well as Bank of America and Countrywide, who are not even parties to this proceeding) "have not disclaimed any intention *to assert* that the proposed settlement would have preclusive effect" with regards to the NYAG's claims.[19] The NYAG's desire to obtain an unnecessary disclaimer of a legal argument neither the Trustee nor Bank of America has made, when the plain language of release in the Settlement Agreement does *not* release the Trustee of the claims the NYAG seeks to pursue, is no basis for the NYAG to intervene in this action.

The NYAG's second point – that fact findings in this special proceeding could have preclusive effect on its claims based on the Trustee's actions and inactions with respect to the quality of mortgages and loan files – is also without merit. As noted above, the sole issue in this Article 77 proceeding is whether the Trustee acted within its discretion in entering into the Settlement Agreement. What the Trustee did or didn't do before entering into the Settlement,

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[17] *Id.* at 7 n.2.

[18] *Id.* (noting that "the Attorney General's claims for violations of the Martin Act or Executive law § 63(12) should fall within the definition of 'claims not released' by the proposed settlement agreement").

[19] *Id.*

with respect to quality of the mortgages and loan files (or anything else), is not relevant to the reasonableness of the Settlement itself.

In essence, what the NYAG asks is that it be permitted to *convert* this Article 77 special proceeding into a venue for its plenary claims against the Trustee in order to protect the NYAG from: (i) the assertion of a meritless argument that a release, which nowhere mentions the Trustee (other than as the party giving the release), somehow grants a release *to* the Trustee; and (ii) findings of fact that this Court will never be called upon to make in the approval order. Against these illusory risks are weighed the following concrete facts: i) certificateholders will be enormously prejudiced by the delays occasioned by converting this approval proceeding into a venue for years of litigation over the NYAG's claims; and ii) the NYAG is (and remains) free to pursue claims against the Trustee, based on its pre-Settlement conduct, in a separate proceeding, regardless of the outcome in this Article 77 proceeding.

Intervention is a matter of discretion for the Court. Here, the balance of prejudices — one illusory and one real — weighs strongly against an exercise of discretion to permit the NYAG to pursue these affirmative claims in this proceeding at the expense of the certificateholders' strong and legitimate interest in a speedy and efficient resolution of the issues now before the Court.

C.
This is Not the Proper Forum for the NYAG's Affirmative Claims Based on the Trustee's Alleged Breach of Fiduciary Duty in Entering into the Settlement Agreement

The remaining claim the NYAG seeks to assert is a claim for breach of fiduciary duty against the Trustee for entering into the Settlement Agreement. The Institutional Investors note at the outset that this claim is premised entirely on the incorrect assertion that the Trustee

obtained for itself an "expanded" indemnity as a result of the Settlement, rather than the indemnity to which it already was entitled under the Governing Agreements.[20]

More to the point, the claim that the Trustee breached its duty to certificateholders in entering into the Settlement, even if it existed, would be a private right of action that is owned entirely by certificateholders in the Covered Trusts. The NYAG does not assert that the Trustee owed a fiduciary duty to it or to the State of New York.[21] Thus, what the NYAG seeks to do by this claim – the only affirmative claim it has asserted relating to the Settlement before the Court – is to prosecute a private claim, owned by private parties, who are already before the Court. New York courts have held that the NYAG has no authority to pursue such claims.[22]

Even if the NYAG had authority to bring a fiduciary duty claim against the Trustee for its actions in entering into the Settlement, it would not add anything (other than delay and complication) to this proceeding. Numerous individual certificateholders in the Covered Trusts, who have intervened in and are parties to this suit, have already made this same allegation.[23] In other words, parties with unquestioned standing to object to the settlement, and unquestioned standing to sue the Trustee if it in fact breached its fiduciary duty in entering into the settlement, are already before the Court making allegations that the NYAG now seeks to repeat. In such a circumstance, intervention for purposes of asserting this claim is unwarranted. As one New

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[20] *Id.* at ¶¶ 15, 16, 36. The merits of the NYAG's assertion that the Trustee improperly obtained an "expanded" indemnity in connection with the Settlement are addressed in Part III, *infra*.

[21] The NYAG does not purport to bring its claim on behalf of any state agency or pension fund that owns certificates in the Covered Trusts.

[22] *Grasso*, 861 N.Y.S.2d at 638-43, *infra* at fn. 2.

[23] The Walnut Place parties, the AIG parties, and the Western and Southern parties have made the very same claim of Trustee conflict that the NYAG now seeks to assert. *See* Walnut Place Intervention Petition (Doc. # 24) at ¶ 20; Western and Southern Intervention Petition (Doc. # 85) at ¶ 7(b); AIG Intervention Petition (Doc. # 131) at ¶¶ 6(a), 26.

York court explained it, "[w]hen the determination of the action will be needlessly delayed, and the rights of the prospective intervenors are already adequately represented, and there are substantial questions as to whether those seeking to intervene have any real present interest in the property which is the subject of the dispute, intervention should not be permitted."[24]

Moreover, where, as here, the matter presented is a special proceeding, "which is intended to be summary in nature," [25] and where "[t]he usual CPLR devices allowing for free joinder of parties after commencement of the action are rendered inoperative by CPLR 401,"[26] courts are (and should be) even more rigorous in refusing to permit duplicative intervention by parties with questionable standing whose intervention will lead to unnecessary delay.[27]

Accordingly, the Institutional Investors submit that the NYAG should not be permitted to assert its breach of fiduciary duty claim (based on the allegation that the Trustee obtained an "expanded" indemnity in connection with the Settlement) in this proceeding. To permit it to do so would add nothing to the proceeding that has not already been put at issue by existing parties; the NYAG's interest, authority, and standing to assert such a claim is substantially in doubt; and the assertion of this claim would cause unwarranted delay and prejudice to the certificateholders.

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[24] *Quality Aggregates, Inc. v. Century Concrete*, 213 A.D.2d 919, 623 N.Y.S.2d 957, 958 (3d Dep't 1995).

[25] CPLR § 407, Practice Commentaries (McKinney 2010).

[26] CPLR § 401, Practice Commentaries (McKinney 2010).

[27] *See, e.g., Osman v. Sternberg*, 168 A.D.2d 490, 562 N.Y.S.2d 731, 732 (2d Dep't 1990) ("affirming denial of intervention in special proceeding where "[t]he inclusion of the proposed intervenors in the dissolution proceeding would contribute nothing to the resolution of that controversy and would only serve to delay the outcome of the matter ... [and] to allow them to intervene would confuse the issues and would not result in benefit to the corporation or the stockholders"); *In re Spangenberg*, 41 Misc.2d 584, 245 N.Y.S.2d 501, 504 (Sup. Ct., N.Y. County 1963) (denying intervention in Article 77 proceeding where proposed intervenors' objections had already been asserted in the proceeding by existing parties).

Given these facts, the Court should exercise its discretion to deny the NYAG's intervention to assert its affirmative claims.

III.
Response to the NYAG's Criticisms of the Settlement

The Institutional Investors will leave for the appropriate time a substantive response to the NYAG's criticisms of the Settlement. For now, however, the Institutional Investors note only that, to date, no intervenor has demonstrated that the Trustee was presented with -- or could have achieved -- a better outcome than the Settlement the Trustee obtained. That is precisely why all 22 of the Institutional Investors chose to support it. It is why they continue to support it today.

With respect to the NYAG's assertion that the Trustee benefitted itself by obtaining an expanded indemnity as a result of the Settlement,[28] the Institutional Investors expect that the Trustee will respond directly and in detail to the allegation that the indemnity it received in connection with the Settlement was not authorized by the Governing Agreements or otherwise exceeds the indemnity contained in them. Separately, however, the Institutional Investors believe a few points bear emphasis, as they shed light on all intervenors' claims concerning the scope of the Indemnity.

First, the Governing Documents expressly provide that the Trustee is entitled to both an indemnity for the costs incurred by it in connection with its service as trustee, and adequate assurance that the indemnity will be honored.[29] The "side letter" and guaranty that form the basis of the intervenors' complaint expands none of these pre-existing rights in that it provides nothing more than assurance to the Trustee that its pre-existing indemnity will be honored.

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[28] NYAG Petition (Doc. # 104) at ¶ 16.

[29] *See* Governing Agreements at §§8.02(vi) and 8.05.

Moreover, no provision of the Governing Agreements contains an *existing* indemnity provision that exonerates the Trustee of liability for a breach of its fiduciary duty.[30] The Settlement Agreement states plainly that "[n]othing in this Settlement Agreement is intended to, or does, amend any of the Governing Agreements."[31] The Settlement Agreement is defined to include not just the settlement agreement, but "all of its Exhibits," including the side letter at issue in various interventions.[32] Accordingly, neither the Settlement Agreement nor the side letter included in it was "intended to" -- or did -- amend the indemnity contained in the Governing Agreements. Instead, the side letter merely confirmed the Trustee's existing contractual indemnity rights.[33] That is also why the Settlement Agreement contains no *release* of any liability on the part of the Trustee. No such release (or entitlement to a release) is found in the Governing Agreements, so none was offered or given. The Settlement Agreement and the side letter therefore do not grant an indemnity in excess of that already contained in the Governing Agreements, and they cannot (given the plain language of the Settlement Agreement) be construed to do so. Stated simply, in the unlikely event that the Court finds that the Trustee breached its fiduciary duty in entering into the Settlement Agreement, that breach is not indemnified either by the Settlement or under the Governing Agreements.

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[30] *See* Governing Agreements § 8.01 ("No provision of this Agreement *shall be construed* to relieve the Trustee from liability for its own negligent action, its own negligent failure to act or its own willful misconduct…").

[31] *See* Settlement Agreement (Exh. B to Trustee's Petition (Doc. # 1)) at ¶ 21.

[32] *Id.* at ¶ 1(n).

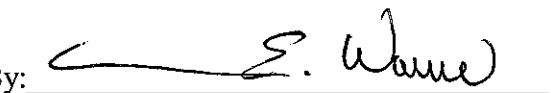
[33] *Id.*

IV.
CONCLUSION AND PRAYER FOR RELIEF

For all the foregoing reasons, the Institutional Investors respectfully request that the Court deny the NYAG's intervention motion. In the event that the NYAG wishes to appear in this proceeding for the sole purpose of stating its views as to the Settlement, the Institutional Investors would not object to the NYAG appearing to do so as *amicus curiae*.

Dated: New York, New York
August 16, 2011

WARNER PARTNERS, P.C.

By: 

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