EXHIBIT B

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF COLUMBIA

---------- X

MARIALICE BATHRUS)

WILLIAMS,) Civil Action No.

Plaintiff,) 1:05CV01483

vs.) Judge John Bates

FEDERAL NATIONAL MORTGAGE)

ASSOCIATION, et al.,)

Defendants.)

---------- X

Videotaped Deposition of

Marialice Bathrus Williams

Wednesday, March 28, 2007

Washington, D.C.

Pages 1 - 131

Volume 1

Job No.: 179392

Reported by: Deborah Larson Hommer, RPR

af779bd1-e112-4d83-87a0-2544073c0e93

Wednesday, March 28, 2007
10:30 a.m.

Videotaped Deposition of MARIALICE BATHRUS WILLIAMS held at the offices of:

O'Melveny & Myers LLP
1625 Eye Street, N.W.
Conference Room 10D
Washington, D.C. 20006

Pursuant to notice, before Deborah Larson Hommer, Registered Professional Reporter and Notary Public in and for the District of Columbia.

APPEARANCES:
On Behalf of Plaintiff MARIALICE WILLIAMS
Law Offices of Harley Jay Daniels
5511 Second Street, N.W.
Washington, D.C. 20011
(202) 468-7737
harleydaniels@hotmail.com
BY: Harley Jay Daniels, Esquire

On Behalf of the Defendants FEDERAL NATIONAL MORTGAGE ASSOCIATION, et al.
O'Melveny & Myers LLP
1625 Eye Street, N.W.
Washington, D.C. 20006-4001
(202) 383-5300
ebecker@omm.com
kgrundeman@omm.com
sgoldfrank@omm.com
BY: Evelyn L. Becker, Esquire
Kyra A. Grundeman, Esquire
Sarah Alexander Goldfrank, Esquire

Fannie Mae
3900 Wisconsin Avenue, N.W.
Washington, D.C. 20016
(202) 752-6167
jonathan_griffith@fanniemae.com
BY: Jonathan Griffith, Esquire

Also Present:
Robert Cherouny, Videographer

I N D E X

EXAMINATION OF WILLIAMS BY PAGE
Ms. Becker 7

WILLIAMS DEPOSITION EXHIBITS: PAGE
1 - E-mail and attachment from Jones to Noble, et al., dated 5/15/01 33
2 - Unsigned letter from Williams to Huebscher 75
3 - E-mail from Williams to Newman, et al., dated 5/3/01 79
4 - Unsigned letter from Jones to Williams dated 8/6/00 79
5 - E-mail and attachments from Hartsfield to Grove dated 6/14/02 80
6 - Mutual non-disclosure agreement 87
7 - Defendants' first set of requests for production of documents 90
8 - Deposition of Marialice Williams dated 3/17/03 109
(Exhibits retained by the reporter.)

Page 6

P R O C E E D I N G S

THE VIDEOGRAPHER: This is tape number 1 of the videotaped deposition of Marialice Williams taken by the Defendant in the matter of Williams versus Fannie Mae. This case is taking place in the United States District Court for the District of Columbia. It's case number 1:05CV01483. This deposition is being held at the offices of O'Melveny & Myers, 1625 Eye Street, Northwest, Washington, D.C. Today's date is March 28, 2007, and the time indicated at the lower portion of the television screen currently reads 10:30 a.m.

And my name is Robert Cherouny from the firm of Esquire Deposition Services. I am the certified legal video specialist. And the court reporter is Deborah Hommer, also in association with Esquire Deposition Services. And will the counsel please introduce themselves and indicate which party they represent.

MS. BECKER: My name is Evelyn

Page 7

Becker. I represent Fannie Mae, Grace Huebscher and Richard Lawch.

MS. GRUNDEMAN: Kyra Grundeman, representing Fannie Mae, Grace Huebscher and Richard Lawch.

MS. GOLDFRANK: Sarah Goldfrank, representing Fannie Mae, Grace Huebscher, Richard Lawch.

MR. GRIFFITH: Jonathan Griffith from Fannie Mae.

MR. DANIELS: Harley Daniels for Plaintiff Marialice Bathrus Williams.

THE VIDEOGRAPHER: And will the court reporter please swear in the witness.

Thereupon,

MARIALICE BATHRUS WILLIAMS,

the Witness, called for examination by counsel for the Defendants, and, after having been sworn by the notary, was examined and testified as follows:

EXAMINATION BY COUNSEL FOR THE DEFENDANTS

BY MS. BECKER:

Page 8

Q. Good morning, Ms. Williams.

A. Good morning.

Q. My name is Evelyn Becker. I am going to ask you some questions today. Could you please state your name for the record.

A. Marialice Bathrus Williams.

Q. What is your current address?

A. 1922 First Street, Northwest, Washington, D.C., 20001.

Q. How long have you lived at that address?

A. A little over -- two years and three months.

Q. What was your address immediately prior?

A. 5722 First Street, Northwest, Washington, D.C., 20011.

Q. How long did you live at that address?

A. Since 1980 -- the last time I lived there -- it was a rental property of mine, and I moved into it. I think for a couple of --

Page 9

just a couple of years the last time.

Q. What was your residence immediately prior to that?

A. I know this is crazy. I'm nervous, so I can't remember the -- oh, 700 New Hampshire Avenue, Northwest, Washington, D.C., 20037, I believe.

Q. How long did you live at that address?

A. Just about six years, I think.

Q. You have been deposed before; is that correct?

A. Yes.

Q. How many times?

A. Oh, I don't -- I don't recall. You mean overall, like in your life?

Q. Yes.

A. Maybe five times, three -- three or four times, I think. I'm 61. I haven't really been in the law much in the last few years.

Q. You were deposed in the course of

af779bd1-e112-4d83-87a0-2544073c0e93

Page 10

the CAM Financial litigation; is that correct?
A. Yes.
Q. Other than the depositions that you testified at in the course of the CAM Financial litigation, have you been deposed in any other matters?
A. Yes.
Q. What were those matters?
A. The members of the board of directors of -- the advisory board of WPFW radio station sued the Pacifica Network on an issue involving governance, and I was deposed in that matter.
Q. Have you been deposed in any other matters?
A. I'm thinking. I -- I just can't remember if there was any other -- I'm just trying to remember. Oh, there was a -- I believe there was a deposition at Fannie Mae in a Fannie Mae case regarding a multi-family securitization between Fannie Mae and a west coast savings & loan, and I thought it was

Page 11

Coast Savings Bank, which I don't think now has the same name. I think it has changed names.
Q. Have you given testimony in any other depositions?
A. Not that I can recall right now.
Q. Have you ever given testimony in court?
A. Yes.
Q. When was that?
A. In New Mexico I had a suit against -- I believe it was General Motors. This was a very long time ago. And I had to testify as to the facts in the case.
Q. Can you give me an estimate of the year?
A. Approximately 19 -- 1987.
Q. Did you sue General Motors?
A. Yes, I did.
Q. For what?
A. I had an automobile that had a major defect, and I had been taking it to the

Page 12

General Motors dealer, and it was never corrected. And the car eventually basically blew up.
Q. Did you receive any money as a result of that litigation?
A. Yes, I did. I'm -- it was -- I think it was whatever was determined to be the value of that automobile, and it was not an expensive automobile -- it was 9 or $10,000 or something like that.
Q. Did a lawyer represent you in that case?
A. Yes.
Q. Who was the lawyer?
A. Harley Daniels.
Q. Other than the lawsuits that you've already testified about, have you been involved in any lawsuits as a witness?
A. No.
Q. Have you been involved in any other lawsuits as a party?
A. No.

Page 13

Q. You're a lawyer; is that correct?
A. Yes.
Q. Are you currently licensed to practice?
A. Yes, I am.
Q. Where?
A. In the District of Columbia.
Q. Do you currently have an active practice?
A. No.
Q. When is the last time that you had an active law practice?
A. It would be 1980 -- maybe '81 or '82.
Q. Were you practicing in the District of Columbia at that time?
A. Yes.
Q. What was the nature of your practice?
A. Oh, I'm sorry. I was assistant general counsel of the Office of Management and Budget. It wasn't private practice. I'm

af779bd1-e112-4d83-87a0-2544073c0e93

Page 14

sorry.
Q. How long did you serve in that capacity?
A. Only about two years. Maybe less than that.
Q. Outside of that position, was there any other time that you practiced law actively?
A. Only with the government when I graduated from law school and I went to the Department of Justice.
Q. What was your first position at the Department of Justice?
A. I believe it was just -- they called it just attorney. It was on, I think, a separate schedule from if you were like a -- some other type of position.
Q. Was that also in the Office of Management and Budget?
A. No. That was in the civil rights division in the employment section.
Q. How long did you practice in the

Page 15

civil rights division of the employment section at the Department of Justice?
A. Eighteen months.
Q. After that position, did you go to OMB?
A. No. I went to the Equal Employment Opportunity Commission as special assistant to the chairman.
Q. How long were you in that position?
A. Just about 18 months there, I think.
Q. What was your next position in the government?
A. I worked at the administrative office of the U.S. courts for the Supreme Court.
Q. What did you do there?
A. I was -- I performed management studies of the east -- of the eastern district of Virginia federal court and the Connecticut court.
Q. Were you practicing law in that

Page 16

position?
A. No.
Q. What was your next position?
A. My next position was -- when I left there, I went to -- I worked at HUD, Housing and Urban Development. And I worked as a senior legislative assistant to Patricia Roberts Harris who was the Secretary of HUD at the time.
Q. Did you practice law in that position?
A. No.
Q. What was your next position?
A. I went to OMB and I was the assistant director of the civil rights office. And then, when David Stockman came in, the titles were changed to -- my title was changed to assistant general counsel. I believe that's the title.
Q. When your title was assistant general counsel, were you still in the civil rights division?

Page 17

A. Yes.
Q. Were you practicing law in that capacity?
A. No.
Q. Other than the 18 months that you were at the civil rights division practicing in the employment section, is there any other time that you were actively practicing law?
A. Between working at the administrative office of the U.S. courts and before -- no. I'm sorry. I should have brought my resume.
My father was an attorney in the District of Columbia, and from time to time I would practice in his office. When I came back from New Mexico in 1988 before I worked at Fannie Mae I worked with my father in his office.
Q. How long --
A. In his law office.
Q. How long did you work there?
A. Just a few months.

af779bd1-e112-4d83-87a0-2544073c0e93

Page 18

Q. Between the few months that you worked in your father's office and the 18 months that you worked in the civil rights division, are those the only times that you actively practiced law?
A. I have in the last five years had an occasional instance where I've practiced. For example, I think I may have done a will for someone, for one person -- two people. I represented, as a favor to a friend -- the National Association of University Women had a dispute with their interior designer of their new building.
I'm trying to remember if there are any other matters. And that's pretty much it.
Q. Were you paid for those representations?
A. I was paid by -- yes, I was paid.
Q. I got a little bit of ahead of myself in some of those questions, but let me go back and ask if there is any reason that you're not able to give full and truthful

Page 19

testimony here today?
A. No.
Q. Are you on any medication that would preclude you from giving complete and full testimony today?
A. No.
Q. Did you do anything to prepare for your deposition today?
A. Yes.
Q. What did you do?
A. I reviewed a number of the information -- a number of -- some of the information that was provided by O'Melveny & Myers as a result of a request for documents.
Q. These were documents produced by Fannie Mae?
A. Yes.
Q. Did you review all of those documents?
A. I reviewed a great deal of it.
Q. Did you do anything else to prepare for your deposition?

Page 20

A. No.
Q. Did you meet with your attorney?
A. No, we didn't meet -- well, we had one phone conversation.
Q. When was that?
A. Yesterday.
Q. How long was the conversation?
A. Five minutes.
Q. Did you bring any documents with you today?
A. No, I did not.
Q. Other than your attorney, did you discuss your deposition with anybody else?
A. No.
Q. What is Risk Mitigation Strategists, LLC?
A. It doesn't exist anymore, but what it was was a company that was formed when I left Fannie Mae to continue to pursue the business that I had been doing at Fannie Mae prior to my departure.
MS. BECKER: Can you read back her

Page 21

answer.
(The reporter read the record as requested.)
BY MS. BECKER:
Q. When was it formed?
A. 19 -- I believe in 1988.
Q. You said it no longer exists. When did it stop existing?
A. It still exists, but not as an LLC.
Q. What does it exist as currently?
A. I have a person with whom I have been working over a number of years who, along with myself, we still get a show of interest from people who want to pursue the product that I developed at Fannie Mae.
Q. What type of entity is it currently?
A. It's just my own business. It's under sole proprietorship.
Q. Who is this other person that you were referring to?
A. I work with Harvey Hartsfield.

af779bd1-e112-4d83-87a0-2544073c0e93

Page 22

Q. How is it that it stopped being an LLC?
A. When I moved out of my offices in the Watergate office building and moved into -- my office into my home at 5722 First Street, I just don't think I paid the annual fee. And then your -- you know, the -- the District of Columbia government regulates that. It just lapsed.
Q. When did you move out of the Watergate?
A. I think it was 2001.
Q. What month?
A. I believe -- it was May or June, I believe, of that year.
Q. Do you know when the status of RMS as an LLC lapsed?
A. I really don't recall exactly.
Q. Do you have any documentation from the government indicating that its status as an LLC lapsed?
A. No.

Page 23

Q. Are there any documents that could identify when the status of RMS as an LLC lapsed?
A. I don't think so.
Q. When is the last time that you paid the annual fee for the LLC?
A. I don't recall.
Q. Was it sometime in 2001?
A. I don't recall.
Q. Who were the officers of Risk Mitigation Strategists, LLC?
A. Myself and Harvey Hartsfield.
Q. What was your title?
A. President.
Q. What was Mr. Hartsfield's title?
A. Vice president.
Q. Were there any employees --
A. No.
Q. -- of RMS?
A. No.
Q. Was there anyone else associated with RMS?

Page 24

A. No, not the LLC.
Q. Has anyone else been associated with RMS since its LLC status lapsed?
A. Yes.
Q. Who was that?
A. Tim Webb worked with me as RMS on a project at the Department -- D.C. Department of Mental Health, attempting to procure financing for the new St. Elizabeth's Hospital.
Q. When did that occur?
A. That was three years ago, I believe. Let's see. 2007...
Q. During both the time when RMS was an LLC and the time when it was not an LLC, can you identify the clients of RMS?
A. RMS worked with Red Mortgage Capital. It was a DUS lender of Fannie Mae. They worked with Aries Capital. We worked with, for a short time, Washington Mortgage. Oh, goodness. We worked with Countrywide. We worked with First Atlantic Guarantee

Page 25

Corporation. We worked with Swiss Re. We worked with Marsh Mac.
We worked with -- we worked with Lend Lease Bovis. We worked with -- we worked with Pinnacle Mortgage. We worked with the Thurgood Marshall Center. We worked with Zurich AIG Insurance Companies. We worked with quite a few reinsurers. Morgan Stanley, Metropolitan Savings. We worked for Eric Rosenfield, investment banker.
We worked with -- that's not a complete list, but that's a lot of them. Some of them were short relationships and didn't -- you know, I just, you know, can't recall all of them, sitting here.
We worked with Fannie Mae. I think I said that. We worked with CAM Financial. I forgot to put them in there, I think.
Q. Can you recall any other clients of RMS?
A. We worked with -- oh, goodness. Just -- what's his name? Let's see. That's

af779bd1-e112-4d83-87a0-2544073c0e93

Page 26

about all I can -- I know there were other people. I can even see some of them. I just am not able to put names to them. If they come out later, I can -- I will write them.

Q. What was the nature of the work that you did with Red Mortgage Capital?

A. We were pursuing the possibility of laying off risk associated with pools of mortgages and individual loans that had been originated by a number of DUS lenders. And I don't know if you're familiar with how the structure works on the DUS loans, how the risk is borne between the parties or split between the parties. Are you familiar with how that's done on that?

Q. I'm sorry. This is your deposition.

A. Well, I was --

MR. DANIELS: We have a question --

THE WITNESS: -- just asking so that --

MR. DANIELS: Go ahead.

Page 27

THE WITNESS: -- I could answer your -- I didn't want it not to make sense to you.

In Fannie Mae DUS transactions, often there is -- not often, but there is always some level of risk associated with the loan that's either being securitized or being purchased. And the way that that risk breaks out is that the first level of risk belongs to the Red Mortgage or the Lend Lease or whoever the DUS lender is, and then there is another level of risk that is shared by Fannie Mae and by the DUS lender.

And Fannie Mae had, at that time, over $90 billion worth of DUS product. And I had been asked by Red Mortgage and Lend Lease and others to try to come up with an insurance that would, in fact, absorb that -- either the primary or the secondary level of risk for those individuals. And ultimately what we uncovered when we did our research was that the insurance companies would have preferred

Page 28

to insure -- the risk is what they call pari passu so that when you're reaching through the second level of risk, it's shared by Fannie Mae and the lender. And the cost was going to be much less expensive if Fannie Mae would join with the lender and also lay off that same -- its portion of that secondary risk level.

BY MS. BECKER:

Q. How long were you in discussions with Red Mortgage Capital?

A. For about two years, I believe.

Q. What time frame was that?

A. It would be beginning in 1998.

Q. So it would have been 1998 to 2000, approximately?

A. It could have been longer than that. The -- yes, it could have been longer than that. 2001, perhaps.

Q. Do you have any recollection of any discussions with Red Mortgage Capital that extended beyond 2000 or 2001?

Page 29

A. There could have -- could have been communication on my part because I did prepare, from time to time, updates about things that were going on in the marketplace with respect to insurance vis-a-vis the risk -- laying off of risk.

And I would -- and there were also a lot of issues pertaining to how certain forms of collateral were perceived by regulatory -- regulatory entities. And so I would try to keep my people up to date through a newsletter or an e-mail or whatever, and I often did that. I just can't tell you exactly when the last time is I did that.

Q. Do you have a recollection of any specific communications with Red Mortgage Capital after 2000 or 2001?

A. No, I don't.

Q. What was the time frame of your discussions with Lend Lease?

A. Let's see. I flew to Dallas to meet with them 2001, I believe.

af779bd1-e112-4d83-87a0-2544073c0e93

Page 30

Q. Do you remember when in 2001?
A. It was in the summer, but I'm -- I believe it was August.
Q. Is that the only communication you ever had with Lend Lease?
A. No. I had daily contact with all of these people. When you're doing product development, you always have to -- it's very, you know, by the book. You have -- there are so many issues, so you're constantly dealing with issues regarding their portfolio or their originating, what's going on in the insurance side, because there is no compatibility between the insurance industry and the mortgage industry on that level.
Q. What was the time frame of your daily communications with Lend Lease?
A. Probably through that same time through until 2001. Maybe some communication in 2002.
Q. Do you have a recollection of any specific communications after 2001 with Lend

Page 31

Lease?
A. Not specifically, no. I can't recall a specific communication with them.
Q. What was nature of RMS' relationship with Aries Capital?
A. I had a very close relationship with Aries Capital. I was invited on an annual basis to their annual meeting which they generally held -- since they were from Chicago, they generally held it someplace warm. And we stayed -- we're actually still in contact with one another.
Q. What type of business, if any, did you do with Aries Capital?
A. We tried to do DUS business. We tried to do some more generalized securitization transactions, but we did not close any deals at all.
Q. What was the time frame in which you were attempting to do DUS business and other business with Aries Capital?
A. Let's see. I had lunch in

Page 32

negotiation with Sid Gett from Aries Capital as recently as two years ago, I believe. 2004 or '5.
Q. Did the nature of the business that you were attempting to do with Aries Capital relate to Fannie Mae?
A. I'm sorry?
Q. Did the nature of the business that you were attempting to do with Aries Capital relate to Fannie Mae?
A. Yes.
Q. Explain that.
A. My expertise is in product development, and all investment banking firms and mortgage companies are looking for solutions to the issue of risk associated with their portfolios. And most people -- a lot of people were trying to find less expensive ways to lay off that risk or not have to post, quote/unquote, collateral that consisted of a portion of their mortgage-backed securities or their REMIC securities.

Page 33

So I was always attempting to find insurance companies that would work with these lenders to come up with products based in large part on what I had developed at Fannie Mae.
Q. In previous discovery and in some of the court papers there has been discussion of a May 2001 proposal. Do you understand what that term means?
A. I am just trying to remember -- no. If you can give me a little -- I could --
MR. DANIELS: I didn't hear the term.
MS. BECKER: May 2001 proposal.
THE WITNESS: I don't know why I'm blocking on it. I just -- I know that -- I know that it's there. I know that I responded to it. I'm just blanking right now on what it is. So if you could tell me, I could tell you about it.
(Deposition Exhibit No. 1 was marked for identification.)

af779bd1-e112-4d83-87a0-2544073c0e93

Page 34

BY MS. BECKER:
Q. I am going to hand you what has been marked as Exhibit 1. Do you recognize this document?
A. I see what it is.
Q. What is it?
A. It's an e-mail, it appears, from Bob Jones at CAM Financial to Steve Noble at Zurich and myself and Danny Groves.
Q. And what is it discussing?
A. It discusses a structure for providing insurance that I really just described to you about the mezzanine tranche of risk associated with Fannie Mae's DUS loans.
Q. And what's the date of this e-mail?
A. May 15, 2001.
Q. There is an attachment to the e-mail; is that correct?
A. Yes.
Q. And what is the attachment?
A. The attachment is a description

Page 35

written by me, I believe, about how to actually -- it's a description of what Bob is -- it's a broader description of what Bob is describing in the front of the e-mail.
MR. DANIELS: I'm sorry. How was that marked for identification?
MS. BECKER: Exhibit 1.
BY MS. BECKER:
Q. Does this e-mail and the attachment refresh your recollection as to your May 2001 proposal to Fannie Mae?
A. Yes. I now know exactly what you're talking about.
Q. Can you explain for the record so it's clear what your May 2001 proposal to Fannie Mae was?
A. I was attempting to assist DUS lenders and others in their efforts to eliminate the risk associated with selling or securitizing multi-family mortgage loans with Fannie Mae.
Q. This proposal was made by Risk

Page 36

Mitigation Strategists, LLC; is that correct?
A. I'm not certain if we were still an LLC then or not. I would have to see.
Q. If I could direct --
A. Unless we put LLC on it -- I mean, we stopped using it after a while.
Q. If I could direct your attention to the top --
A. Yes, I see it.
Q. -- of the first page. Does that --
A. Risk Mitigation Strategists, LLC, yes.
Q. Does that refresh your recollection as to whether the May 2001 proposal was made by Risk Mitigation Strategists, LLC?
A. Yes.
Q. And was the proposal made by Risk Mitigation --
A. It was made by Risk Mitigation Strategists, LLC, I believe.
Q. Did any of the discussions that you had with Aries Capital relate to the May 2001

Page 37

proposal?
A. Yes.
Q. What was the time frame of the discussions that you had with Aries Capital that related to the May 2001 proposal?
A. All of those individuals that I previously stated I was working with at the exact same time. When I would send a message to Lend Lease, it would go to Red Mortgage, it would go to Aries, it would go to the cadre of people that were looking for relief.
Q. And what was the time frame of those discussions?
A. From 1998 until the present time, but not actively -- I mean, I am still now working with not those lenders but other lenders to look at those options as well. That's still an ongoing thing that I do. But not related to the DUS proposal because that only affects DUS lenders.
Q. When is the last time that you had communications with Aries Capital relating to

af779bd1-e112-4d83-87a0-2544073c0e93

Page 38

the DUS proposal?
A. I don't recall.
Q. Would it be fair to say any communications that you had with Aries Capital relating to the DUS proposal would have been in the same time frame that you were having communications with Fannie Mae regarding the DUS proposal?
A. Yes and no, because Fannie Mae does not facilitate or work directly with -- was not working -- I was trying to come up with a way to lay off cap -- to lay off risk with these -- with this group of people -- of lenders. When I thought there was a need to involve Fannie Mae further in the discussion, we might contact them or say something to them, but it did not mean that we were not working on pursuing our end of the -- of the deal.
In other words, Fannie Mae was not paying me to do product development for them. I had to develop the product and then go to

Page 39

them.
Q. When is the last discussion that you recall with Aries Capital relating to the DUS proposal --
A. I really don't --
Q. -- to Fannie Mae?
A. I don't remember.
MR. DANIELS: Can we go off the record for a moment?
MS. BECKER: Sure.
THE VIDEOGRAPHER: The time is 11:25. We're going off the record.
(Recess.)
THE VIDEOGRAPHER: The time is 11:36. We're back on the record.
BY MS. BECKER:
Q. Ms. Williams, when is the last time that you communicated with Aries Capital -- I'm sorry. When is the last time that you communicated with Fannie Mae regarding Aries Capital?
A. I really don't recall. Oh, I

Page 40

forgot to tell you something earlier. You asked me a question and I left out something important. When I went to Fannie Mae, I went to the general counsel's office, so I was there for just about six months, I think, before I transferred to the multi-family division.
Q. And you were practicing law while you were at Fannie Mae?
A. I reviewed documents, so I guess you could call that practicing law. But there was no courtroom or court appearances or anything of that nature.
Q. Do you recall any communications that you had with Fannie Mae relating to Aries Capital after 2001?
A. I don't recall. I believe there were, but I do not -- I can't tell you the exact date.
Q. Who were those communications with?
A. When I talked to Fannie Mae, I generally spoke to either Rhoda Newman or

Page 41

Richard Lawch, or I spoke to someone in the credit policy office or I spoke to someone in the counsel's office, just depending on what the issue was.
Q. Who in the credit policy office did you talk to?
A. I can describe him, but I am blanking on his name -- yes, I can remember his name. His name was Jeff Arpin, I believe.
Q. Who did you talk to in the counsel's office?
A. It was usually Paul van Hook or David Kalinsky or Kathy Miles. Oh, and also Dan -- I can't recall his last name, but he was specifically assigned to handle insurance matters.
Q. Is it fair to say that you don't recall any communications with anyone at Fannie Mae regarding Aries Capital after 2001?
A. No, that's not fair to say. I don't recall at this time. I just am not remembering when the last time is I spoke with

af779bd1-e112-4d83-87a0-2544073c0e93

Page 42

them.
Q. So can you remember any specific communications with anyone at Fannie Mae regarding Aries Capital after 2001?
A. I can't specifically remember them, no.
Q. Do you have any documentation that would show any communications with Fannie Mae regarding Aries Capital after 2001?
A. I don't think so. I don't -- it would have been phone calls, and I didn't record phone calls.
Q. Do you have any recollection of with whom you might have spoken at Fannie Mae regarding Aries Capital after 2001?
A. I think I answered that, which would have been all of those people I described.
Q. Are you saying that you believe you spoke to all of those people?
A. I may have spoken to them. I just cannot remember the day, the time or the hour

Page 43

or anything like that. But we were ongoing with our attempting to do our product development, and I believe I spoke with some of those people or one of those people or one or more of those people after 2001.
Q. And what is your recollection based on?
A. My own head.
Q. Is there anything specific that makes you believe that you had a conversation with anyone at Fannie Mae regarding Aries Capital after 2001?
A. I never stopped pursuing the desire to do business with Fannie Mae. I never stopped the desire to do additional and further development of a concept which I was solely responsible for and thought I would be making my living from pursuing with promises from people from Fannie Mae. So I was always out there looking to do business that would specifically take me back to Fannie Mae portfolios and risk.

Page 44

I have an appointment Friday, for example, with someone who wants to look at the possibility of doing some variation on the insurance product and possibly use Fannie Mae.
Q. Who is that appointment with?
A. I cannot disclose that at this time.
Q. Can you tell me what the nature of your last communications with Fannie Mae regarding Aries Capital would have been?
A. No, I can't. I can't tell you. It would have been something related to attempting to either do the DUS business -- some form of credit enhancement would have been what the discussion would have been about.
Q. What business did you do with Washington Mortgage?
A. Washington Mortgage called me almost immediately after I left Fannie Mae to pursue the possibility of laying off their DUS risk.

Page 45

Q. That would have been in 1998?
A. That's correct.
Q. How long were you in communication with Washington Mortgage?
A. I don't recall. Months. Maybe a year. Not long. Not very long.
Q. Did you ever do any business deals with Washington Mortgage?
A. No, I didn't, because Richard Lawch called Shekar Narassiman and told him I was stupid or something like that. It was a very -- it was not a nice thing. And I stopped working with them. They were very thick.
Q. The time frame in which Mr. Lawch would have made this statement would have been 1998; is that correct?
A. No. I understand he repeated it more or less frequently from that point forward, probably through until this day.
Q. What's the basis for your belief that Mr. Lawch referred to you in that way?

af779bd1-e112-4d83-87a0-2544073c0e93

Page 46

A. What is the basis for it? I overheard a conversation between Alan Greenwald and Shekar Narassiman in which the question of my intelligence was raised, and that was prior to my departure from Fannie Mae.

Q. Other than the conversation that you overheard before 1998, do you have any other basis for your belief that Mr. Lawch made comments about you?

A. Yes. When I was dealing with Red Mortgage Capital, they indicated that they had had conversations with Mr. Lawch and they were afraid to let him know the extent to which they were involved in doing some things because -- and I don't know for what reason, but I think there was some concern that they had that had to do with their relationship to Richard Lawch.

Q. Who did you talk to at Red Mortgage Capital about the conversation between them and Mr. Lawch?

Page 47

A. I can't remember his name right now. I could probably find it, but it was through David -- David -- the person in charge. I'm just blanking on his last name. A very tall gentleman who is a vegetarian. And he had someone who he had assigned to me to work on this project. And I had an independent relationship, meaning I had worked directly with this person without Mr. Lawch's knowledge. And he assigned this other person to work with me on this -- in pursuing this type of situation.

Q. When did you have this conversation with David?

A. I didn't have it with David. I had it with the person he assigned to me, and it was in an e-mail. And he said, I told you not to -- I know what happened: I cc'd -- I did not mean to cc Fannie Mae on an e-mail in responding to more than one customer. And when I did -- and it was on there, and it was an accident. And this person e-mailed me back

Page 48

and said, please do not disclose to Fannie Mae that we are having these discussions. I asked you not to do that.

And I immediately called that person and said, I sincerely apologize. I did not mean to -- and I didn't mean to -- why would I sabotage myself? I did not mean to say anything -- did not mean to put the cc on there; it was an accident. And if you would like for me to call Fannie Mae and explain to them, I will do that.

Q. What was the time frame of that e-mail?

A. I would think sometime in 1999 or 2000, perhaps 2001.

Q. Did anyone at Red Mortgage Capital tell you that Mr. Lawch had made disparaging comments about you?

A. Yes. That person I was just referring to. And I think that's -- I don't know if he spoke directly to David or not.

Q. What disparaging comments were you

Page 49

told that Mr. Lawch made about you?

A. Just that I may or may not be able to do what it is I was attempting to do with them and -- more innuendo than specifically -- it wasn't as direct as what he said to Shekar. It was not of that nature. But it was clear that he was discouraging them from doing business with me.

Q. And when did you learn that Mr. Lawch was discouraging Red Mortgage Capital from doing business with you?

A. Sometime between 1998 and 2001.

Q. What was the nature of the business you did with Countrywide?

A. Hal Potter, who had been a multi-family staff person -- actually, he was the director of multi-family, I believe, in the California region -- had gone to Countrywide to establish a multi-family program for them. You probably know that most of their business is single-family.

And because the market --

af779bd1-e112-4d83-87a0-2544073c0e93

Page 50

everything is driven by the market and the spreads were so narrow, Countrywide was looking for a cost-effective way to provide for credit enhancement and do its own securitization so that it didn't have to rely on Fannie Mae because there was so little profit and they did not want to sell to a conduit as well. So they were attempting to form their own program.

And I flew to California to meet with Hal Potter to discuss it. And sometime thereafter Countrywide abandoned their decision to do multi-family. I don't know if they do it now, but they abandoned it. I believe Hal went to another company.

Q. Did you ever do a deal involving Countrywide?

A. No.

Q. When did you fly to California?

A. Sometime between 1998 and 2001. I believe it was -- sometime between 1998 and 2001. I flew to California several times.

Page 51

Q. And when did they abandon --

A. Oh, I don't know that. I don't know that specifically.

Q. You said sometime after you flew to California they abandoned their decision to do multi-family; is that correct?

A. Yes. After I met with Hal, several months, I believe, went -- and I'm not exactly certain when they made the decision that they were not going to move forward. I don't know that.

Q. When did you become aware that they made that decision?

A. Sometime after I went to California. I cannot tell you the specific date.

Q. Would it have been within a couple of months of your traveling to California?

A. No, I believe it was maybe as much as a year later. I'm not certain, but it could have been up to a year later.

Q. Do you have any records indicating

Page 52

when you flew to California?

A. No.

Q. Can you identify the time frame any more precisely than 1998 to 2001?

A. No. I can't. I just can't. I was working every day, 10 hours, 11 hours, 12 hours a day, trying to do this product development. I was working with different types of assets, different insurance companies, different insurance brokers, different insurance concepts, reinsurers, people who were holding automobile loans, people who were holding credit card loans, because securitization had become that much more pervasive in the marketplace.

So that is why it is so difficult to say on March 1, 1998, I did one thing or another because my days were consumed by that.

I also relied heavily, mistakenly perhaps, on my computer as the source of my calendar. I've had two computer crashes of major proportion from which I could not

Page 53

retrieve any information since I left Fannie Mae. And so it's very, very difficult for me to go back and recapture specific dates associated with specific individuals. I have some general idea. I know absolutely what I did, and I did it daily, as did Mr. Hartsfield, but...

Q. What type of business did you do with First Atlantic?

A. First Atlantic is a face amount certificate company. There are only three in the country. And they have a very unique structure which enables them to issue certificates backed by certain types of assets but unique to the certificate structure. Some of the limitations that apply to securities and to REMICs as well did not apply to the certificates. And it looked as if this was going to be -- and I still believe it is -- a major way to be able to do the types of business with smaller companies so they don't get ripped off by conduits and to do business

af779bd1-e112-4d83-87a0-2544073c0e93

Page 54

with people who have -- who lend in areas that are not popular, to do affordable mortgages and that kind of thing, because you can remove the asset from the pool and replace it with something else, which you cannot do in a mortgage-backed security, and only on a limited basis in a REMIC, and it has to be predetermined when you're going to make those decisions.

Q. Did you close any transactions involving First Atlantic?

A. No.

Q. What was the time frame in which you worked with First Atlantic?

A. I still work with them. I'm actually on their board.

Q. Did you ever have any communications with Fannie Mae about First Atlantic?

A. Yes.

Q. When was that?

A. I believe it was between 2001,

Page 55

2002.

Q. What was the nature of those communications?

A. To inform them that I had yet again discovered a product that I thought could be helpful to Fannie Mae in fulfilling their mission to do affordable housing. I spoke with Rob Levin. I spoke with Rhoda Newman, Grace Huebscher about First Atlantic and the concept.

Q. Did these discussions relate to RMS' May 2001 proposal?

A. No, not at all. It could have been adapted, but no, this was a new concept.

Q. What was the nature of the business that you did with Swiss Re?

A. To attempt to -- they had opened a section of their company called something -- I just can't remember the exact name, but it was something associated with risk, almost like a risk mitigation unit. And it was the time when the insurance companies -- I am sure you

Page 56

probably recall this -- when suddenly insurance companies, banks, lenders and everyone began to work together to seek new ways to provide credit enhancement that did not conflict or provide issues with respect to the various aspects of the accounting regulations which had to be adhered to because of the nature of the securities.

And when those rules would change, it would change the way you could do business. So you had to constantly go back and look at new ways to modify, you know, your credit enhancement vehicle.

Q. Did the communications you had with Swiss Re relate in any way to RMS' May 2001 proposal?

A. Yes, absolutely.

Q. What was the time frame of those communications?

A. Actually, I had a continuing dialogue with quite a few insurance companies from 1998 all the way through to the current

Page 57

time. I am meeting with an insurance company also this week.

Q. Which insurance company?

A. I can't tell you that. I have a confidentiality agreement.

Q. When is the last time that you communicated to Fannie Mae about Swiss Re?

A. Oh, goodness. Prior to 9/11. I do know that because that part of Swiss Re, I believe, was shut down after 9/11.

Q. And by 9/11, you mean September 11, 2001?

A. Yes.

Q. What was the nature of the business that you did with Marsh Mac?

A. I worked with Marsh Mac for several years trying to find an appropriate insurance company to do the Fannie Mae business.

Q. What were those years that you worked with Marsh Mac?

A. From 1998 through, I believe, 2002.

Q. When in 2002?

af779bd1-e112-4d83-87a0-2544073c0e93

Page 58

A. Actually, I have to change my answer. I still talk to Marsh Mac. But you're saying about the May 1 -- May 2001 proposal?
Q. Yes.
A. I think that was probably around the same time. September 11, 2001, created, as you know, a crisis in the insurance industry. And much negotiation and discussion with companies for that specific type of business was limited or stopped entirely after 9/11.
Q. And when you say that type of business, what do you mean?
A. You asked me about the May 2000 proposal, yes.
Q. And just to clarify for the record, you mean the May 2001 proposal?
A. Proposal, yes.
Q. What is the name of the business that you did with Pinnacle Mortgage?
A. Pinnacle Mortgage was looking for a

Page 59

way to come to Fannie Mae with its own credit enhancement rather than relying on Fannie Mae because of the cost. And so I went to Florida to meet with Pinnacle about the possibility of utilizing a captive insurance vehicle, renting a captive cell, and providing their own credit enhancement so that they could come to Fannie Mae with a full package rather than coming just with their loans and being required to rely on Fannie Mae and paying the fee.
Q. When did you go to Florida?
A. I went with Tim Webb, and it was -- I believe it was in 2002.
Q. Did the meeting that you had in Florida with Pinnacle Mortgage relate to the 2001 May proposal?
A. Oh, no, not at all. It related to a captive insurance concept which I had initiated with Fannie Mae prior to my departure. And I actually had people who were very knowledgeable about captives speak directly to Fannie Mae staff so that the

Page 60

concept would become clear.
And it was always -- there was always a regulatory issue involving the nature of being the owner of the captive insurance company and the validity of that captive insurance company. And that was clarified -- and I wrote a newsletter about that decision once that decision was made. It was several years after I left Fannie Mae. So that concept, which had been tentative, then became a true possibility.
Q. Did you ever have any communications with Pinnacle Mortgage about the May 2001 proposal?
A. Oh, no. They were not a DUS lender, yes.
Q. What is the nature of the business that you did with the Thurgood Marshall Center?
A. I was their point person for the coordination for their bond issuance. They got an industrial revenue bond issued by the

Page 61

District of Columbia to complete financing for their facility, which is the first African-American YMCA built in this country.
Q. Did that work have anything to do with Fannie Mae?
A. No.
Q. What's the nature of the business that RMS did with Zurich?
A. Did with?
Q. Zurich.
A. The same thing. It had to do with the May 2001 proposal and also with respect to reinsurance for a potential captive insurance execution.
Q. Who at Zurich did you deal with?
A. I do not recall the names off the top of my head.
Q. What is the time frame in which you were in communications with Zurich about the May 2001 proposal?
A. We were in contact with most of these insurers and reinsurers throughout the

af779bd1-e112-4d83-87a0-2544073c0e93

Page 62

entire period of 1998 through 2001, 2002.
Q. Do you remember when the last contact that you had with Zurich related to the May 2001 proposal was?
A. I don't recall. We're calling this the May 2001 proposal -- I think it's because it's the first time someone saw it in writing, but it started before I left Fannie Mae, so it wasn't new in May 2001.
Q. When is the last communication you had with Fannie Mae regarding Zurich?
A. It was sometime after May 15, 2001.
Q. Can you be any more specific?
A. No, because, as I said, you're constantly back and forth. Zurich has a question, then someone in their shop has a -- it's just -- it's -- product development in the securitization field is a very lengthy process and -- just takes a long time and a lot of detail.
Q. Did you close any deals with Zurich?

Page 63

A. No.
Q. What was the nature of the business that you did with AIG?
A. AIG was the insurer that was used in the first multi-family credit risk insurance transaction and they were brought to Fannie Mae by Bob Jones and Danny Groves. And once I left Fannie Mae, we resurrected a relationship there to look at these other ways of using their insurance, and I am in contact with them even now.
Q. Have you closed any deals with AIG --
A. No.
Q. -- since you left Fannie Mae?
A. No.
Q. Did the communications that you had with AIG since you left Fannie Mae relate to the May 2001 proposal?
A. Yes.
Q. What was the time frame of the communications that you had with AIG relating

Page 64

to the May 2001 proposal?
A. You said the date? The date? Sometime after May 2001. I know that.
Q. Can you be any more specific?
A. No, I can't.
Q. Did you remain in communications with AIG for several months after May 2001?
A. I am still in contact with them.
Q. Are you still in contact with them regarding the May 2001 proposal?
A. No. That's because I haven't had an opportunity to raise it with them, but I intend to try to raise it with them again.
Q. When is the last time that you recall having a discussion with AIG regarding the May 2001 proposal?
A. Oh, about the May 2001 proposal? I just cannot remember. It would be probably December 2002 to -- I just don't know. I mean, I can't be absolutely certain when that could have been.
Q. What makes you think it might have

Page 65

been December 2002?
A. I'm just thinking about a trip that I made to New York, and I know that it was in December of 2002, and I believe I spoke to -- I know I spoke to AIG, but I don't know if I spoke to -- about the 9 -- about the May proposal. I just don't recall.
Q. Who at AIG did you talk to in December 2002?
A. I don't recall. But I may -- I just remembered something else from earlier. So if that pops back in, I will write it down definitely. And I believe he has a Hispanic name, and I will try to remember it.
Q. When is the last time that you discussed anything relating to AIG with Fannie Mae?
A. With Fannie Mae, I really don't remember. I really don't. I'm -- I don't recall discussing anything about AIG. You don't do that. You don't go to Fannie Mae and discuss what you're discussing with an

af779bd1-e112-4d83-87a0-2544073c0e93

Page 66

insurance company unless you've got a deal that's hopping. You just don't do it.
Q. So would it be fair to say that you never had a deal that you considered to be far enough along to make it appropriate for you to discuss?
A. Well, Fannie Mae would never consent to its lenders -- or authorize them to utilize the insurance for the May 2001 proposal. So it never -- there was never any -- I mean, you can see on here there is no one from Fannie Mae designated on this May 15, 2001, message to Steve Noble at Zurich. You just don't -- you don't do it that way.
And Fannie Mae has to decide how they want to use the product. So you may have -- for example, I created the multi-family credit risk insurance specifically to assist affordable lenders because it works with them. When I left, Fannie Mae did not pursue that in that venue. They used it for their priority lenders in

Page 67

their aggregation program and other places.
Q. So would it be fair to say that after you left Fannie Mae you had no communications with Fannie Mae about AIG?
A. No, that's not true. We did have some, but I think it was limited to a large extent by the disagreement I'm sure you're aware of between AIG and Fannie Mae where Fannie Mae refused to provide certain information and documentation which I knew existed in a box in Tim Howard's office under somebody's desk. And ultimately it was compiled and put together, and some of it was disclosed.
But there was a lot of conflict between AIG and Fannie Mae over the concept of multi-family credit risk insurance. Because insurers don't understand that real estate may be thriving, but the market for a mortgage-backed security may not be.
So, duh, why is this property not defaulting but I'm not making more on this

Page 68

deal? It's -- you understand. They don't realize their mortgages became a commodity; they were no longer mortgages.
Q. What is the nature of the business that RMS did with Morgan Stanley?
A. Morgan Stanley was very interested in looking at as many options as possible for credit enhancement. It's always about credit enhancement and laying off risk. So Liz Haberkorn Cowherd -- what a name -- and I used to meet periodically in New York and talk and e-mail and so forth about potential new transactions with -- I had done a number of transactions with Morgan Stanley when I was -- in fact, Morgan Stanley was the one that helped me to create the first -- what is known in the marketplace as ACES. I named it ACES, the alternative credit enhancement structure.
Q. Did any of the discussions that you had with Morgan Stanley relate to the May 2001 proposal?
A. No.

Page 69

Q. What was the nature of the communications or business that you did with Metropolitan Savings?
A. For quite some time after -- Metropolitan Savings is the institution for which -- for which I was essentially -- no, that's not true. Let me start over.
Metropolitan Savings was the first mortgage holder that utilized the multi-family credit risk insurance. And because I had met so many times with them, I continued my relationship with them far beyond my tenure at Fannie Mae because they had not only additional business they wanted to do under the MCRI structure, they also had -- it was kicking around at Fannie Mae at the time, but Larry Small didn't understand how Freddie Mac had been able to securitize some commercial loans along with some residential loans in a pool of securities. The REMIC was done outside of Freddie Mac. It was not issued off the shelf or anything like that. It was

af779bd1-e112-4d83-87a0-2544073c0e93

Page 70

issued by one of the major -- I think it was Morgan Stanley.

So when I left Fannie Mae, I believe Eric Rosenfield did close a deal with Metropolitan Savings involving some commercial, but they had a lot more because they do the very small multi-family deals, between 5 and 50 units in the properties, which is not standard in the multi-family business.

And so it's a little more difficult -- it's kind of a hybrid mortgage, and so I was working with them on different ways to securitize their portfolio.

Q. Did the work you did with Morgan -- I'm sorry -- with Metropolitan Savings relate in any way to the May 2001 proposal?

A. No. They were not a DUS lender. Or they weren't then. I don't know if they are or are not now.

Q. Did the work that you did with Eric Rosenfield relate in any way to the May 2001

Page 71

proposal?

A. Eric Rosenfield was the investment banker whom Bob Jones and I used to test every single theory that we had about potential new structures. So Eric was very familiar with this May 2001 proposal as well as everything else we were doing.

Q. Did you close any deals with Eric Rosenfield?

A. No. He closed deals I worked on, but he did not pay me.

Q. Would it be fair to say that Mr. Rosenfield was acting in more of a consulting capacity relating to the May 2001 proposal?

A. No. He was just a business associate, and we just ran things by him.

Q. Has there ever been any relationship between Risk Mitigation Strategists, LLC, and CAM Financial?

A. No. No relationship in the formal sense. Excuse me. I change that.

Page 72

MR. DANIELS: Excuse me. Are you about to go in a different line? Because this may be a good place for a lunch break.

MS. BECKER: Okay. Let's go off the record.

THE VIDEOGRAPHER: The time is 12:26. We're off the record.

(Recess.)

Page 73

AFTERNOON SESSION

(1:34 p.m.)

THE VIDEOGRAPHER: The time is 1:34. We're back on the record.

Whereupon,

MARIALICE BATHRUS WILLIAMS,

was recalled as a witness and, having been previously duly sworn, was examined and testified further as follows:

EXAMINATION BY COUNSEL FOR THE DEFENDANTS

BY MS. BECKER:

Q. Good afternoon.

A. Good afternoon.

Q. Before we broke for lunch, we were talking about the relationship between CAM and Risk Mitigation Strategists, LLC. Has there ever been a formal relationship between those two entities?

A. Before -- before I left Fannie Mae, I was offered a job by CAM Financial. That is the reason I left Fannie Mae, to work with CAM Financial and Fannie Mae. We had an

af779bd1-e112-4d83-87a0-2544073c0e93

Page 74

understanding, we thought, with Lou Hoyes, who was the then senior vice president for multi-family, that we would just continue to do business. And for one reason or another, it turned out that the best relationship -- I then became an insurance broker myself, and signed a joint broker agreement with CAM. And then Fannie Mae asked me to write them a letter that said I was not doing business with CAM Financial -- in order to get business from them, I would not be able to do business with CAM Financial.

And so I wrote a letter to Fannie Mae saying that -- which was true, I did not have -- I was not doing business with them. I was in a joint venture agreement in the event that we did this insurance stuff together. But that was the extent, up to that point, of our relationship, although we still continued to talk and dialogue and meet jointly with people, and I still had the expertise, and Bob's company had the cash to move forward

Page 75

with the marketing.

Q. Was there a joint broker agreement, then, between CAM Financial and Risk Mitigation Strategists, LLC?

A. No, it was just between myself -- oops. I have to look at it, but I think it's just between me and CAM. I don't think it's -- I'm just not remembering completely. And I think I gave it -- in the documents that I provided, I believe I gave a copy of it.

(Deposition Exhibit No. 2 was marked for identification.)

BY MS. BECKER:

Q. I am handing you Exhibit 2. Can you identify that document?

A. Yes. This is the letter that I wrote to Grace Huebscher after I met with her and I was told that Rhoda Newman was going to be assigned to me. I think that's what this was about. And describing some of the things that we did, but also saying that CAM and RMS do not have any connection with respect to

Page 76

ownership, and we did not have an interest in each other's business.

Q. Does this document refresh your recollection as to whether the joint broker agreement was between Risk Mitigation Strategists and CAM Financial Services?

A. I'm certain -- listen to me. I am almost certain that it was just between myself because RMS can't be -- couldn't be a partner of anyone in a brokerage capacity because that wasn't what Risk Mitigation Strategists was. I was just a licensed broker. But my company -- I couldn't have done that legally, I don't think. I don't think.

Q. I would like to direct your attention to the third paragraph of the letter in the second sentence beginning, "However." It states, "However, CAM and RMS have a broker agreement that is common in the insurance business."

Was that an accurate statement?

A. It's probably a misstatement of --

Page 77

I do have a copy of the agreement. I can check it and I can let you know. I just am not looking at it right now. It does say that there, but I don't think -- I don't think the agreement reads between -- I think it was between CAM and Marialice Williams, I believe. But I think you all have a copy of it.

Q. So you believe that the letter you wrote to Ms. Huebscher mischaracterizes the nature of the broker agreement?

A. No. I think that it does not say RMS, LLC, first of all, and it doesn't say CAM, LLC, or whatever they are. So I would say it doesn't misrepresent. I don't think anybody had any question about it at the time, and I'm -- I'm just -- I would have to look at the agreement, and I could do that, but I'm not going -- no, I don't think I mischaracterized anything.

Q. Let me direct your attention to the last sentence of the first paragraph. It says, "I welcome the opportunity to clearly

af779bd1-e112-4d83-87a0-2544073c0e93

Page 78

define the relationship between my company, Risk Mitigation Strategists, LLC (RMS) and CAM Financial Services, Inc."

Do you see that?

A. So are you asking me -- I mean, what's the question? Did I mischaracterize it? I don't think so. I think it was referring to myself as RMS, you know -- I don't know. I don't know what happened in the letter or why I wrote it that way. I have no idea, because I -- I will show you the joint venture agreement, and I don't believe it's between CAM and RMS. I think it's between CAM and Marialice Williams as a broker because I'm the only one who could -- RMS was not a broker.

Q. Do you know what the time frame is in which the letter to Ms. Huebscher was written?

A. It was during the summer of 2000, 2001 or 2002. I just really do not precisely remember.

Page 79

Q. Was it your understanding that Fannie Mae required you to clarify the relationship between RMS and CAM prior to your doing business with Fannie Mae?

A. Yes.

(Deposition Exhibit No. 3 was marked for identification.)

BY MS. BECKER:

Q. I would like to hand you what's marked as Exhibit 3. Does this refresh your recollection as to the time frame of the --

A. Yes.

Q. -- correspondence?

A. It appears that I sent it on -- sometime in May of 2001.

MR. DANIELS: This is 3?

MS. BECKER: That was 3, yes.

(Deposition Exhibit No. 4 was marked for identification.)

BY MS. BECKER:

Q. I am handing you what has been marked as Exhibit 4. What is that document?

Page 80

A. This is dated August 6, 2000, and it is an unsigned and never was signed letter from Bob Jones to Marialice Williams about sharing commissions.

Q. And who was this letter set up to be between?

A. Risk Mitigation Strategists and CAM Financial.

Q. Why was this letter never signed?

A. Because -- probably because I didn't want to sign it as Risk Mitigation Strategists and probably because there was so much going on at the time that was conflicting, I didn't know who was telling me the truth about anything, whether Bob was telling me the truth -- I now know Bob wasn't telling me the truth, too. And so I was reluctant to sign it. My -- I was reluctant to sign it and did not sign it. And if I did, I don't remember. I don't.

(Deposition Exhibit No. 5 was marked for identification.)

Page 81

BY MS. BECKER:

Q. I am handing you --

A. This is not the one I was referring to.

Q. I am handing you what's been marked as Exhibit 6 -- I'm sorry, 5. Do you recognize this document?

A. Uh-huh.

Q. What is it?

A. No -- actually, I don't recognize this at all. I don't even recall seeing it.

Q. Do you recognize --

A. Oh, I remember the scenario perfectly.

Q. Do you now recognize the document?

A. I recognize the document. I don't recognize this particular e-mail.

Q. I would like to direct your attention to what's been marked as page 10547. Do you see that?

A. Uh-huh.

Q. What is that?

af779bd1-e112-4d83-87a0-2544073c0e93

Page 82

A. That is the -- 47 -- an out-of-order page of -- it looks like it's out of order somewhere.

THE VIDEOGRAPHER: The time is 1:47. This is the end of tape number 1. We're going to go off the record to change to tape number 2.

(Pause.)

THE VIDEOGRAPHER: The time is 1:49. This is the beginning of tape number 2. We're back on the record.

BY MS. BECKER:

Q. Ms. Williams, can you identify the document marked 104 -- 10547 in Exhibit 5?

A. It appears to be page 2 of 2 of a proposed joint venture agreement between CAM Financial Services and Risk Mitigation Strategists.

Q. At the bottom of the page there is a signature. Do you see that?

A. Yes.

Q. Whose signature is that?

Page 83

A. That's Harvey Hartsfield.

Q. So Mr. Hartsfield is signing this joint venture agreement on behalf of Risk Mitigation Strategists; is that correct?

A. Yes, he signed it on behalf of Risk Mitigation Strategists. He, too, is an insurance broker. He is still actively licensed. It was never consummated. No agreement was ever consummated with CAM.

Q. So there never was a joint venture agreement with CAM; is that correct?

A. There was a limited joint venture agreement that is not these documents that we have been looking at. These are all attempts, prior to the discussions with Fannie Mae telling me not to do business with them. And then after Fannie Mae said you can't do business with them directly, that is when -- or I guess we did wind up signing -- I believe it's three paragraphs, and it simply says that we agree to share commissions if we both work on the transaction. But I believe that one is

Page 84

only signed by me. I believe that. I can check.

Q. So your testimony is that there is a co-brokerage agreement --

A. Uh-huh.

Q. -- between --

A. Was.

Q. There was a co-brokerage agreement between you, Marialice Williams, and CAM; is that correct?

A. I believe that's the way it is.

Q. And, separately, your testimony is that there was a limited joint venture agreement between you, Marialice Williams, and CAM?

A. I'm sorry. I didn't understand -- what was the prior question?

Q. The first question was whether there was a co-brokerage agreement between Marialice Williams and CAM?

A. I believe it was called -- no. I'm not sure whether it -- you know, I have to be

Page 85

honest with you, from 1998 in June until, as you can see, two -- several -- two years later at least, we know that I was attempting to work out something with CAM Financial. Nothing ever worked out that would have reflected anything that I would have contemplated before I left Fannie Mae.

But because we all kept going at trying to do this business, since I had created it, there was a point at which I believe Bob actively had an insurance company in Baltimore, and -- Fidelity, I believe it was -- that wanted to hear a presentation jointly -- jointly. And at that time, because the relationship was with CAM, the -- Fidelity's relationship was with CAM, in order for me to ensure, because Bob had not paid me or shared -- and I didn't know until later how much money he was making from Fannie Mae until I saw those tapes and stuff -- I thought the only way I could ensure that I could -- would be on there was to get something signed.

Page 86

Because I've had the experience with Eric Rosenfield in Metropolitan -- you know, everybody seemed to be kind of not honoring what they were saying.

So I believe that the small agreement was one to ensure that I would receive commissions if that company was used to do any Fannie Mae business or any other business. That's why you don't see two signatures on anything.

Q. You believe that there were two signatures on a co-brokerage agreement?

A. I believe there was on this one document, but it's none of these -- there is no language anywhere like this in the document I'm referring to. I believe it's just a little three-paragraph thing that says we will share the commissions in this deal or something like that, and that happens all the time.

Q. And is it your testimony that the three-paragraph document indicating that you

Page 87

would share commissions with CAM is the only formalized agreement between you and CAM?

A. I know that. And I now know why.

Q. I would like to show you what will be marked as Exhibit 6.

(Deposition Exhibit No. 6 was marked for identification.)

BY MS. BECKER:

Q. Can you identify that document?

A. This is a mutual non-disclosure agreement.

Q. What was your understanding of the purpose of this document?

A. The purpose of this document was to ensure that Fannie Mae did not take my ideas and go to another insurance company.

Q. Who are the parties to the mutual non-disclosure agreement?

MR. DANIELS: I'm sorry. I lost track of this. Is this 6?

THE WITNESS: Yes. Marialice Williams and Fannie Mae, Grace Huebscher

Page 88

signatory.

BY MS. BECKER:

Q. I would like to direct your attention to the first paragraph of the mutual non-disclosure agreement. Do you see where it says that, "This mutual non-disclosure agreement is made and entered into as of the date set forth below by and between Fannie Mae and the entity whose name and address are set forth below (the Company)"?

A. Uh-huh.

Q. Who is the entity whose name and address are set forth below?

A. Mine. My company and -- RMS.

Q. The company that's identified below with their address is Risk Mitigation Strategists, LLC; is that correct?

A. That's correct.

Q. Did Risk Mitigation Strategists, LLC, ever file tax returns?

A. I don't remember -- no. No, I'm filing them now. I don't -- I mean, I'm not

Page 89

even sure. I don't think so. We had no income, so we didn't file any tax return.

Q. Was the income from Risk Mitigation Strategists, LLC, zero?

A. Yes.

Q. I believe you just testified that you are currently filing tax returns for Risk Mitigation Strategists, LLC?

A. No, not for Risk Mitigation Strategists. Well, I guess we are to the extent that it's one of the noted companies that I had during that time. I haven't seen the new returns. You don't want to know the story.

Q. Did Risk Mitigation Strategists, LLC, have any operating expenses?

A. Yes. Yes, it did.

Q. What were those?

A. They were typical office expenses that anyone would have that's in business: Rent, telephones and so forth. They were -- none of them were in the name of Risk

af779bd1-e112-4d83-87a0-2544073c0e93

Page 90

Mitigation Strategists. They were just all in my personal name.
Q. Did Risk Mitigation Strategists, LLC, have a payroll?
A. No.
Q. Were there ever any financial statements for Risk Mitigation Strategists?
A. No.
(Deposition Exhibit No. 7 was marked for identification.)
BY MS. BECKER:
Q. I am handing you what's been marked as Exhibit 7. Do you recognize this document?
A. Yes.
Q. What is it?
A. It's a complaint filed in the District Court by me against Fannie Mae.
Q. Do you recognize this document as Fannie Mae's request for production of documents directed to you in this litigation?
A. Do I recognize it as --
Q. Fannie Mae's request for production

Page 91

of documents in this litigation.
A. Oh, I don't -- I don't know.
Q. Have you seen this document before?
A. Yes.
Q. What is your understanding of what this document is?
A. It's a complaint. It's a complaint with these various -- oh, I'm sorry. I apologize. I wasn't reading it. I was just seeing that. This is a request for production of documents to me.
Q. Have you seen that document before?
A. Yes.
Q. Did you search for documents in response to Fannie Mae's document requests?
A. I searched everything I had to comply with this.
Q. Where did you search?
A. My office.
Q. Where is your office?
A. 1922 First Street, Northwest.
Q. That's at your home; is that

Page 92

correct?
A. Yes.
Q. Where else did you search?
A. That's the only place I searched. It's the only place I have documents.
Q. Did you contact Julia Williams?
A. She's dead.
Q. Do you have documents related to the CAM litigation?
A. You sent me a lot of documents from the CAM litigation.
Q. Other than documents that Fannie Mae has produced to you, do you have any documents in your possession related to the CAM litigation?
A. I don't think so, but I had a storage area -- unit on U Street, Northwest, the 1300 block, and I was traveling a lot and they changed the rate by $10, and by the time I got the notice, they had sold all the contents of that. And that's the only other place where I had documents in boxes and stuff

Page 93

like that, and a mink coat and, you know, things -- old stuff, but, you know, it's gone. I don't know where it is and I can't get it.
Q. What documents do you believe were in the storage area on U Street?
A. I really -- I can't say. I would have gone through it if it would have been available and I would have disclosed them to you.
Q. Do you have any recollection of putting documents in the --
A. No.
Q. -- U Street storage facility?
A. No. I know that there were boxes that contained legal files and records of things that I no longer have.
Q. Do you have any reason to believe that there were any documents in the U Street storage facility related in any way to Fannie Mae or to CAM?
A. You know, I remember when Bob Jones filed the original complaint in his case, and

af779bd1-e112-4d83-87a0-2544073c0e93

Page 94

the original case did not involve Fannie Mae. And I know that I saw that complaint, and I am pretty sure I had a copy of it, but I don't have it now. And then, later on, Fannie Mae was added as a necessary party.

Q. Do you have any reason to believe that you had documents in the U Street storage facility related to Fannie Mae or CAM?

A. I believe there may have been some there.

Q. What do you believe that those may have been?

A. Oh, I couldn't tell you.

Q. Other than Ms. Williams, did you work with anybody -- with any other lawyer in connection with the CAM litigation?

A. No. At my last deposition, Michael Beasley, Harley Daniels and Brian Lederer attended the deposition with me.

Q. Do you know where Julia Williams' files are?

A. No.

Page 95

Q. Have you made any effort to locate her files relating to the CAM litigation?

A. I'm sorry. I apologize. She had nothing but some -- you know, when they send you a copy of the deposition so you can check it to see if that's what you really said, you know, where you check through it after it's taken. That's all she had in a file. I do remember that.

I did go to her office right after her death. Her family had already boxed up her entire office, and they did it in no order that represented anything intelligent. And I did search through there, and I do remember there was a file and all it had in it were about four sheets of paper, and they were four pages from a deposition, and that's all she had.

Q. Are you referring to what's known as errata sheets?

A. I don't know what they're called. No, they were actual -- they had my testimony on it.

Page 96

Q. They were deposition transcripts?

A. Yes.

Q. There were four pages?

A. Just about four pages.

Q. And that's the only thing, to your knowledge, that Ms. Williams had relating to the CAM litigation?

A. That's as far as I know.

Q. You've previously testified that you had reviewed the documents that Fannie Mae produced, at least in large part; is that correct?

A. A lot of it, yes, watching the videos.

Q. Based on your review of the documents that Fannie Mae produced, do you have any present intention of amending your complaint?

A. Yes. My attorney has spoken to me about that.

Q. I am not going to ask you any questions about any conversations that you've had with your lawyer, but I am going to ask you whether you currently have any intent to amend your complaint?

Page 97

A. I intend to follow my attorney's advice.

Q. Do you intend to amend your complaint?

A. I believe -- yes.

Q. In what way do you intend to amend your complaint?

A. I intend to amend my complaint to further clarify that I was denied business with Fannie Mae on the basis of my race.

Q. Is there any other respect in which you intend to amend your complaint?

A. We really have not finished our discussions.

Q. What do you intend to clarify with respect to your allegation that you were denied business with Fannie Mae based on your race?

af779bd1-e112-4d83-87a0-2544073c0e93

Page 98

A. Until I saw certain documentation, I had been led to believe there was no business going on between CAM and Fannie Mae after 1998, which turns out is incorrect.
Q. What documents are you referring to?
A. There is a -- let's see. Mr. Daniels' law clerk went to Mississippi and obtained from the courthouse there, although it was difficult since it was part of Katrina, the record in the -- public record in the Bob Jones case. And that was my initial -- the beginning of when -- that was when I began to understand that CAM Financial had made a great deal of money from Fannie Mae and I had made none, and I had done a great deal of work, including creating the product itself.
And then I discovered in the depositions that what I was -- had seen represented only a portion of the business that -- because we did not copy all the records, absolutely every record, that there

Page 99

were, in fact -- there was a substantial amount of business that continued to be done between Fannie Mae and Bob Jones.
Q. Assuming that business was done between --
THE VIDEOGRAPHER: Excuse me. I have to go off the record real quick. The time is 2:12. We have to go off the record.
(Pause.)
THE VIDEOGRAPHER: The time is 2:12. We're back on the record.
BY MS. BECKER:
Q. Assuming that there was business between CAM Financial and Fannie Mae after you left Fannie Mae, how would that affect your complaint that you were denied business with Fannie Mae based on your race?
A. Well, Mr. Ott whom Richard Lawch bragged about being a, quote/unquote, international broker and Bob Jones both are less educated, less knowledgeable about the financial markets, less knowledgeable about

Page 100

Fannie Mae, totally un -- have no clue, really, about Fannie Mae and its processes and procedures, and yet they were given a great deal of business using a product that I had created and had been told that I was going to be able to get business from once I left.
And it didn't make sense that Craig Ott was an international broker because Fannie Mae wouldn't permit any of the insurance business to be done with any international firm. It had to be a firm that was from the United States and it had to be a triple A rated firm, and Bob Jones and I had identified and brought into Fannie Mae and had under confidentiality agreement every single firm that had those standards at that time.
So if Mr. Ott -- and I saw a copy of something that purported to be some kind of insurance policy or something that he wrote that looked like something a third grader would have written; I, on the other hand, had written policy after policy -- I believe it

Page 101

was up to 50 versions of it, went through all the -- went through all the language, went through -- worked with lawyers from AIG and Fannie Mae who were happy they were working with a lawyer because Bob was not. And, you know, I felt I had made such a significant contribution to Fannie Mae's bottom line that I should have been given the business, as were -- most white people who left Fannie Mae usually left and got some kind of contract or something.
I was told over and over again there wasn't going to be any contract for me because we don't pay people to do marketing, but if you can bring something in here that's decent, we will try to do it with you. And I brought lots of things in, and they did nothing. It turns out they did do something; they just didn't do it with me.
Q. So the new allegation that you intend to bring in your complaint is that Fannie Mae did business with Bob Jones instead

af779bd1-e112-4d83-87a0-2544073c0e93

Page 102

of with you?
A. And Craig Ott.
MR. DANIELS: Yes, we have two 1981s. In other words, the -- Bob Jones will be recast as a 1981, together with Craig Ott, a person of inferior qualification.
MS. BECKER: Do you intend to drop your claim for tortious interference?
MR. DANIELS: I will state for the record that until we take Bob Jones' deposition, I can't tell whether the tortious interference claims will survive. But it will in large part depend on his deposition because I have reason to believe that he isn't fully being truthful about what Fannie Mae told him about doing business with Marialice. I don't believe it.
BY MS. BECKER:
Q. What specific business did Fannie Mae do with CAM Financial that you intend to raise in your amended complaint?
A. All of the transactions that Fannie

Page 103

Mae did with Bob Jones after I left Fannie Mae. I'm sorry. My chest...
MR. DANIELS: Hang in there a bit, Marialice.
THE WITNESS: Okay.
MR. DANIELS: This is key.
BY MS. BECKER:
Q. What are those transactions?
A. I don't know because I wasn't involved. They're written in -- they're in the information that was provided by you that was stated by Bob. I didn't write it down. It's in all those documents I went through from the Mississippi case. It's who the people are and what they did.
And -- I believe that all of the aggregation deals were done using the same concept because I had worked with Grace and -- before I left Fannie Mae on that issue, just as I had worked with Wendell Johns and Chris Tawa about the possibility of using insurance for the equity program of Fannie Mae as well

Page 104

as the affordable housing program.
I did not quit my job because I didn't think I was going to have a lot of work. I thought I was going to have a ton of work.
Q. What are agg deals?
A. Aggregation deals? That's a program -- it's a concept that I created, and it then became a way of Fannie Mae doing what conduits do on Wall Street with respect to securitizing mortgages. In other words, instead of having an investment banker come in, such as Morgan Stanley, and give you one pool of mortgage loans that represents one company, their company, because they're the conduit, Fannie Mae decided instead to step into that role and aggregate those pools like a conduit would do and then issue one security backed by multi -- by different lenders, pools of mortgages.
Q. How is an aggregation deal different from a DUS deal?

Page 105

A. DUS is -- it's no different. It's just the size and difference of the structure. And it depends -- see, a lot of the DUS loans are purchased; those were loans that were purchased by Fannie Mae as opposed to securitized. Securitization is securitization is securitization.
So when there was a securitization deal on the DUS side, it was just like one that we would do for any other lender.
Q. There are certain loans, as I understand it, that are characterized as DUS loans; is that correct?
A. Because they're done by the premier group of lenders that Fannie Mae has ordained as fit to submit their loans without any prior review in many instances.
MR. DANIELS: Marialice, what does DUS mean? Maybe just for the --
THE WITNESS: It means delegated underwriting and servicing, the notion being that they're good enough to do it themselves,

Page 106

like a brokerage, if you will.
BY MS. BECKER:
Q. And are those different from aggregation loans?
A. Aggregation loans have already been originated, and they come to Fannie Mae -- they could be anywhere between two-year seasoned up to within three years prior to the termination of the loan document. So that's why they called the section where I worked and what I ran, until Richard Lawch came, the negotiated transactions section because you're negotiating with loans that have already been originated.
The DUS loans are all originated according to a standard set of underwriting practices that Fannie Mae has proscribed.
Q. And how is that different from the aggregation loans?
A. Because aggregation loans have already been originated. They could have been, let's say -- oh, I will give you a great

Page 107

example. I am Fannie Mae. I am going to get 50 loans from BB&T, 50 loans from PNC, 50 loans from Bank of America. I am going to aggregate them. But they have already been originated, and I don't know necessarily under what standards. But what I do, when I negotiate the document that actually -- the trust agreement in which the loans are described and so forth, the documentation, I describe how those loans were done.
In the DUS program, all you have to do is hold up the multi-family guide and say, this is how these loans are done, because they're all done to the letter by a specified group of people who have applied for and been accepted into this program.
Q. Is there any other respect in which you intend to amend your complaint?
A. We haven't finalized the discussion yet. To my knowledge, that's the major area.
Q. Ms. Williams, you previously testified that you had two computer crashes;

Page 108

is that correct?
A. Yes.
Q. What were the dates of those computer crashes?
A. I don't recall exactly, but I can tell you that the one at the Watergate -- one was while I still had an office at the Watergate. So it had to be prior to, let's see -- on 9/11 I was still at the Watergate, so it had to be in 2001. I believe it may have been in the summertime.
Q. Was it before 9/11?
A. I believe -- I believe it was before 9/11. It was after the date of the e-mail that I received notifying me -- from the -- I think it was -- yes, I'm pretty sure it was -- I'm pretty sure it was the summer of 2001.
Q. What did you do when your computer crashed?
A. I cried.
Q. Did you replace the computer?

Page 109

A. Yes. And they could not retrieve anything from the hard drive.
Q. When did you get a replacement?
A. Immediately.
Q. Would it have been within a month of when the computer crashed?
A. Definitely.
(Deposition Exhibit No. 8 was marked for identification.)
BY MS. BECKER:
Q. I am handing you what has been marked as Exhibit 8.
A. Right.
Q. Do you recognize that document?
A. I don't recognize it, but I see that it is the complaint filed in 2003 -- no. This is my deposition -- my deposition in Bob Jones' case.
Q. Dated March 17, 2003?
A. Yes.
Q. I would like to ask you to turn to page 42 of the deposition. Starting on

af779bd1-e112-4d83-87a0-2544073c0e93

Page 110

line 21 you're talking about the computer crash that occurred at the Watergate; is that correct?
A. Uh-huh.
Q. I would like to ask you to turn to the next page which is page 43. Starting on line 19, can you read that?
A. "I have documents that I have accumulated since my new computer," yes.
Q. Can you read the whole --
A. "But at the time that I received my new computer, I had no further contact with Fannie Mae, CAM or anyone interested in either of those two issues."
Q. What were you referring to with respect to "those two issues"?
A. I don't remember.
Q. Was this a true statement when you made it?
A. It's out of context. I would have to look at the whole thing. I don't even know what it's about.

Page 111

Q. Feel free to read whatever you think is necessary to put it in context.
MR. DANIELS: Frankly, given -- excuse me. Frankly --
MS. BECKER: If you're going to testify --
MR. DANIELS: Okay. Let's see how I can do this so we can -- I object to her --
MS. BECKER: If you're going to make a speaking objection, I object to that as well. If you want to object for the record, you can object.
MR. DANIELS: Okay. I object to the form of the question on the ground that the statement being referred to is extremely vague, and that --
MS. BECKER: Counsel, you're making a speaking objection, and I would like to ask you to not do that, please. You're just coaching the witness at this point.
MR. DANIELS: I don't need to coach Marialice.

Page 112

THE WITNESS: He doesn't need to coach me.
MR. DANIELS: Go ahead, Marialice.
MS. BECKER: Then please don't.
THE WITNESS: Well, no -- actually, there is nothing in here that clarifies -- I mean, I don't see -- would you like to help me? I don't know where to start.
This is just a bunch of argument by attorneys. I don't even see any substantive question in here for me.
MR. DANIELS: Counsel, perhaps you can save us time. Is there a reference to which -- that we can refer to that you're familiar with?
MS. BECKER: I am asking the witness to clarify.
THE WITNESS: Well, I can't. I'm sorry.
BY MS. BECKER:
Q. Okay. What did you mean by "I have documents that I have accumulated since my new

Page 113

computer, but at the time that I received my new computer, I had no further contact with Fannie Mae"?
A. What did I mean by that? It's a whole sentence and it says "of those two issues," and if I could find out what those two issues are, I could tell you why I had no further contact with anybody about them.
Q. I would read it as saying that those two issues are Fannie Mae or CAM in the context of that sentence. But it's your testimony, so I am asking you to --
A. I don't think it refers to Fannie Mae and CAM.
Q. Okay. Was it true as of the date of your deposition on March 17, 2003, that at the time that you got your new computer, which would have been sometime in the summer of 2001, that you had no further contact with Fannie Mae or CAM?
A. Oh, no, that's not true. I have given you documents on that.

af779bd1-e112-4d83-87a0-2544073c0e93

Page 114

Q. Why would you have testified to that?
A. I didn't. You're telling me that I testified to that. I am telling you I didn't.
Q. You're saying that you didn't say, "I have documents that I have accumulated since my new computer" --
A. You said.
Q. Excuse me. I would like to finish my question.
Are you saying that you did not testify, "I have documents that I have accumulated since my new computer, but at the time that I received my new computer, I had no further contact with Fannie Mae, CAM, or anyone interested in either of those two issues"?
A. "Those two issues" are not referring to Fannie Mae and CAM and, therefore, the conclusion that you are drawing is not what I was saying nor is it what I intended to say.

Page 115

Q. What did you intend to say?
A. Exactly what I said, "or anyone interested in either of those two issues," which must have been something else related to something else that I can't find in this document while we're sitting here.
Q. So you have no idea what you were referring to in this?
A. I have no idea.
Q. What was the further contact that you had with Fannie Mae or CAM after the summer of 2001?
A. I believe I supplied all the documentation to you indicating that I did have contact with Fannie Mae and that I did have other transactions and things I worked on that I --
Q. So it would be in the documents that you produced?
A. I believe so.
Q. What was the nature of the communications you had with Fannie Mae or CAM after 2001?

Page 116

A. I communicated and sent things and talked to CAM Financial, as far as I know -- when was Katrina? That was in 2004, '5 -- 2005. I can tell you that when I was on Martha's Vineyard -- that was 2005, I believe -- in the summer of 2005, I spoke with Bob Jones about business. I know that.
Q. Did your discussion with Bob Jones in 2005 relate to Fannie Mae?
A. Yes.
Q. In what way?
A. I was still speaking with people who had an interest in pursuing credit enhancement.
Q. Tell me specifically what you discussed with Bob Jones in 2005 relating to Fannie Mae.
A. How is the insurance business? Is there any hope we're going to get back to doing any of this stuff? You know, how is your case going? Is there anything we can do,

Page 117

you know, to resurrect what we were trying to do? Along those lines, generally speaking.
Q. Were there any specific business discussions about specific deals or specific proposals?
A. I did not discuss specific deals with anyone until I had a confidentiality agreement in place and knew that I was the sole representation of that individual. I just -- you just don't do that.
Q. So is it fair to say that you did not have any discussion with Bob Jones in 2005 about any specific deals related to Fannie Mae?
A. I had about specific deals, but I did not reveal the names of those specific people to Bob Jones.
Q. What were the specific deals that you were discussing with Bob Jones where you didn't reveal the names of them?
A. Oh, I just can't remember right now.

af779bd1-e112-4d83-87a0-2544073c0e93

Page 118

Q. What specific deals did you have going related to Fannie Mae in the 2005 time frame?
A. You don't have deals related to Fannie Mae. What you have is you have clients, and they're looking for a way to lay off risk and they're looking at their various options: Should I go this way? Should I go that way? What's cheaper? What's better? What will give me a better product? What kind of execution?
That's what you talk about. You don't talk about, I want to go to Fannie Mae and I want to do it this way. That's not how it works in the marketplace.
Q. So you weren't having a discussion with Bob Jones in 2005 about any specific business related to Fannie Mae?
A. Potential business for Fannie Mae, yes.
Q. And what was that specific potential business that you were discussing

Page 119

with Bob Jones?
A. I don't remember right now.
Q. Other than the communication that you had with Bob Jones in 2005, what other communications did you have with CAM between the summer of 2001 and the present?
A. You said other than Fannie Mae?
MS. BECKER: Can you read the question back?
(The reporter read the record as requested.)
THE WITNESS: I had a lot of conversations with Bob Jones. I probably spoke to him every week, every other week, about any number of insurance proposals. We had a new -- in the District of Columbia, we have one of the newest captive insurance -- we're one of the newest captive insurance jurisdictions.
And Bob Jones had the reinsurance contacts, and when you're doing a captive insurance transaction, the most critical

Page 120

person to your deal is your reinsurer because the rating of the reinsurer is what attaches to the rating of the credit enhancement which relates to the rating of the securities themselves.
So there were -- because I had an entree to the insurance commissioner in the District of Columbia -- I don't recall if he was in Washington; if he wasn't in Washington, he was on the telephone with Larry to discuss -- when we were discussing Tom -- it was Tom Hampton, Larry -- the former insurance commissioner; Tom Hampton is now the insurance commissioner, and Dana -- I can't remember his last name, but he was the counsel. And then the head of the insurance side was a woman.
They were all in a room with us, and we were all discussing this whole concept of trying to do affordable housing mortgage loan securitization using captive insurance as the credit enhancement, and we could not move forward. We were working with -- I know

Page 121

Pinnacle was one of them, but there were several other people. And there were some things that weren't even mortgage loan-related such as John Taylor at the NCRC, it's called. It's an organization that represents community housing organizations. And we were discussing the feasibility of using the captive.
We believed that at that time -- or at least it appeared from the beginning that that would be an appropriate utilization of a captive, a form of captive insurance. And that's -- you know, we just -- we continued to have those discussions.
BY MS. BECKER:
Q. Was there anytime between the summer of 2001 and the present where you had communications with Bob Jones relating to Fannie Mae?
A. Yes, I talked to Bob Jones about Fannie Mae every week or every other week or every few days or whenever he called or whenever I called him.

af779bd1-e112-4d83-87a0-2544073c0e93

Page 122

Q. And what was the nature of those discussions?
A. Are we ever going to do this business again? Shall I -- you know, that kind of thing.
MR. DANIELS: Asked and answered.
THE WITNESS: Yes, I did answer that, didn't I?
BY MS. BECKER:
Q. Do you need the question read back?
A. No. I said -- that's what I said.
Q. Okay. What was the nature of the communications that you had with Bob Jones related to Fannie Mae from the summer of 2001 to the present?
A. They were personal in nature. Fannie Mae we discussed.
Q. And I am focusing you on Fannie Mae.
A. Fannie Mae. Fannie Mae. We talked about Fannie Mae a lot. He had a major lawsuit against Fannie Mae. We talked about

Page 123

it a lot.
Q. Other than the lawsuit, what discussions did you have with Bob Jones relating to Fannie Mae from the summer of 2001 to the present?
A. We talked about every client that I was -- every client I would get, I would pretty much discuss it with Bob Jones because, again, he's the one that had a lot of the contacts that I didn't have and I had some contacts he didn't have. So when something came in and it looked like it was viable, I would call Bob. I thought he was my friend. I thought he was my loyal business associate at that time. I now know that that is not true.
Q. Between the summer of 2001 and the present, did you have any discussions with Bob Jones relating to any specific proposals with Fannie Mae?
A. Yes, and I have given you all of that information in my -- everything that I

Page 124

had relating to Bob Jones, potential Fannie Mae transactions. I honestly cannot remember all of -- or any right now of the -- I would have to go back and make sure it was 2001.
I wouldn't want to say something now on the record and then you come back and say, well, you said this and that's -- you know, now you're changing it or whatever. So for me to answer that one, I mean, I would have to go back to records and look at them to answer that question to know the exact dates, which year and which specific things we talked about. I wouldn't be able to do that, sitting here.
Q. As you sit here today, do you have any recollection of any discussions with Bob Jones after the summer of 2001 relating to any specific business proposals --
A. Yes, I believe I've answered that --
Q. -- with Fannie Mae?
A. -- several times, and said yes.

Page 125

Q. What were those proposals?
A. I cannot remember --
Q. What were the discussions?
A. -- but I did provide that information as requested in this exhibit back here where you asked me for all of those things I gave you -- and it was marked by the numbers of each of your requests exactly what they were. And it did include items that were discussed with Bob Jones.
And I believe at the very outset of this conversation, if you go back in her record, it says -- you know, I know Pinnacle was after 2001 and I know I discussed that with Bob Jones. Any number of things. I'm just -- I'm just not feeling very well, and that's not helping at all.
I can't -- it's -- you know. I can answer it when I look back at the documentation.
Q. Do you feel, as you're sitting here right now, that you can answer questions with

af779bd1-e112-4d83-87a0-2544073c0e93

a full recollection?
A. No.
MS. BECKER: Let's go off the record.
THE VIDEOGRAPHER: The time is 2:46. We're off the record.
(Discussion held off the record.)
THE VIDEOGRAPHER: The time is 2:46. That's the end of today's deposition.

(Whereupon, signature not having been waived, the taking of the deposition adjourned at 2:46 p.m.)

* * *

ACKNOWLEDGMENT OF DEPONENT

I, Marialice Bathrus Williams, do hereby acknowledge I have read and examined the foregoing pages of testimony, and the same is a true, correct and complete transcription of the testimony given by me, and any changes and/or corrections, if any, appear in the attached errata sheet signed by me.

_____ _____
Date Signature

CERTIFICATE OF NOTARY PUBLIC

I, Deborah Larson Hommer, RPR, the officer before whom the foregoing deposition was taken, do hereby certify that the witness whose testimony appears in the foregoing deposition was duly sworn by me; that the testimony of said witness was taken by me in stenotype and thereafter reduced to typewriting under my direction; that said deposition is a true record of the testimony given by said witness; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this deposition was taken; and, further, that I am not a relative or employee of any attorney or counsel employed by the parties hereto, nor financially or otherwise interested in the outcome of the action.

_____
Notary Public in and for
the District of Columbia
My Commission Expires:
October 14, 2008

April 10, 2007

Harley Jay Daniels, Esquire
Law Offices of Harley Jay Daniels
5511 Second Street, N.W.
Washington, D.C. 20011

Re: Marialice Bathrus Williams v. Fannie Mae, et al.
Deposition of Marialice Bathrus Williams

As requested at the time of deposition, your original deposition transcript in the above-captioned case is being held for thirty (30) days for review and signature.

This task may be accomplished in one of two ways; either the deponent may appear at our office to read and sign the deposition transcript for which the deponent should make an appointment at (202) 429-0014, or counsel may provide the witness with a copy of the transcript, from which the deponent shall make an errata sheet.
If the latter method is chosen and the witness is provided with a copy of the deposition transcript for review, the deponent should keep in mind that the purpose of review is only to ensure accuracy and not to revise in an editorial manner. If any changes or corrections are necessary, the deponent should prepare an errata sheet listing by page and line numbers the change or correction made; i.e., page 15, line 8, change "he said" to "she said." When the errata sheet is completed it should be signed by the deponent.
This signed errata sheet will subsequently be attached to the original deposition transcript and be filed with the Court.

af779bd1-e112-4d83-87a0-2544073c0e93

The original transcript will be held until May 4, 2007, at which time if the deponent has not followed either of the above two steps for reading his deposition transcript, it will be assumed that reading and signing are no longer desired, and the deposition will be filed.

Sincerely,

Deborah Larson Hommer, RPR

Esquire Deposition Services
1020 19th Street, Northwest
Suite 620
Washington, D.C. 20036
(202) 429-0014

ERRATA SHEET

Case Name: Marialice Bathrus Williams v. Fannie Mae, et al.
Witness Name: Marialice Bathrus Williams
Deposition Date: March 28, 2007
Job No.: 179392

Page No. Line No. Change

Signature _____ Date

af779bd1-e112-4d83-87a0-2544073c0e93

A

abandon 51:1
abandoned 50:12 50:14 51:5
able 18:22 26:3 49:2 53:20 69:18 74:11 100:6 124:13
above-captioned 129:9
absolutely 53:5 56:17 64:20 98:22
absorb 27:18
accepted 107:16
accident 47:22 48:9
accomplished 129:10
accounting 56:6
accumulated 110:9 112:22 114:6,13
accuracy 129:17
accurate 76:21
ACES 68:17,17
acknowledge 127:6
ACKNOWLED... 127:3
acting 71:13
action 1:6 128:13 128:18
active 13:8,12
actively 14:8 17:8 18:5 37:15 83:7 85:11
actual 95:22
adapted 55:14
added 94:5
additional 43:15 69:14
address 8:7,11,14 8:19 9:9 88:9,13 88:16
adhered 56:7
adjourned 126:13
administrative 15:14 17:10
advice 97:6
advisory 10:10
affect 99:15
affordable 54:2 55:7 66:19 104:1 120:19
afraid 46:14
African-American 61:3
afternoon 73:12,13
agg 104:6
aggregate 104:17 107:4
aggregation 67:1 103:17 104:7,21 106:4,5,19,20
ago 11:13 24:12 32:2
agree 83:21
agreement 5:17 57:5 74:7,16 75:2 76:5,19 77:1,5,10 77:17 78:12 82:16 83:3,9,11,13 84:4 84:8,14,19 86:6 86:12 87:2,11,18 88:5,7 100:15 107:8 117:8
ahead 18:19 26:22 112:3
AIG 25:7 63:3,4,13 63:18,22 64:7,15 65:5,8,16,20 67:4 67:8,16 101:3
al 1:10 3:11 5:8,12 129:6 131:6
Alan 46:2
Alexander 3:21
allegation 97:20 101:20
alternative 68:18
amend 97:4,7,10 97:12,16 107:18
amended 102:21
amending 96:18
America 107:3
amount 53:10 99:2
and/or 127:10
annual 22:6 23:6 31:8,8
answer 21:1 27:1 58:2 122:7 124:9 124:11 125:19,22
answered 42:16 122:6 124:19
anybody 20:13 77:15 94:15 113:8
anymore 20:17
anytime 121:15
apologize 48:5 91:9 95:3
appear 127:10 129:11
appearances 3:1 40:12
appeared 121:9
appears 34:7 79:14 82:15 128:5
applied 107:15
apply 53:16,17
appointment 44:1 44:5 129:12
appropriate 57:17 66:5 121:10
approximately 11:17 28:16
April 129:1
area 92:17 93:5 107:20
areas 54:1
argument 112:9
Aries 24:19 31:5,7 31:14,21 32:1,5,9 36:22 37:4,10,22 38:4 39:3,18,20 40:15 41:19 42:4 42:9,15 43:11 44:10
Arpin 41:9
asked 27:16 40:2 48:2 58:15 74:8 122:6 125:6
asking 26:20 78:5 112:16 113:12
aspects 56:6
asset 54:4
assets 52:9 53:14
assigned 41:15 47:6,10,16 75:19
assist 35:17 66:19
assistant 13:20 15:7 16:7,15,18 16:20
associate 71:17 123:14
associated 23:21 24:2 26:8 27:6 32:16 34:14 35:19 53:4 55:20
association 1:10 3:11 6:18 18:11
assumed 130:3
Assuming 99:4,13
Atlantic 24:22 53:9 53:10 54:11,14,19 55:9
attached 127:11 129:21
attaches 120:2
attachment 5:7 34:18,21,22 35:9
attachments 5:15
attempt 55:17
attempting 24:8 31:20 32:5,9 33:1 35:17 43:2 44:13 49:3 50:8 85:3
attempts 83:14
attended 94:19
attention 36:7 76:16 77:20 81:19 88:4
attorney 14:15 17:13 20:2,12 96:20 128:15
attorneys 112:10
attorney's 97:5
August 30:3 80:1
authorize 66:8
automobile 11:21 12:8,9 52:12
available 93:8
Avenue 4:2 9:6
aware 51:12 67:8
a.m 2:4 6:13

B

back 17:16 18:21 20:22 39:15 43:21 47:22 53:3 56:11 62:15 65:12 73:4 82:11 99:11 116:20 119:9 122:10 124:4,6,10 125:5,12,19
backed 53:14 104:19
Baltimore 85:12
Bank 11:1 107:3
banker 25:10 71:3 104:12
banking 32:14
banks 56:2
based 33:3 43:6 96:16 97:21 99:17
basically 12:2
basis 31:8 45:21 46:1,9 54:7 97:14
Bates 1:8
Bathrus 1:5,15 2:7 7:12,16 8:6 73:6 127:5 129:5,6 131:5,6
BB&T 107:2
Beasley 94:18
Becker 3:19 5:4 6:22 7:1,22 8:3 20:22 21:4 28:9 33:14 34:1 35:7,8

39:10,16 72:4 73:11 75:13 79:8 79:17,20 81:1 82:12 87:8 88:2 90:11 99:12 102:7 102:18 103:7 106:2 109:10 111:5,9,17 112:4 112:16,20 119:8 121:14 122:9 126:3
began 56:3 98:13
beginning 28:14 76:17 82:10 98:13 121:9
behalf 3:2,10 83:3 83:5
belief 45:21 46:9
believe 9:7 10:19 11:12 14:14 16:18 21:6 22:14,15 24:13 28:12 29:22 30:3 32:2 35:1 36:20 40:17 41:9 42:19 43:3,10 49:17 50:15,21 51:8,19 53:19 54:22 57:10,21 59:13 65:4,13 70:4 75:10 77:6,8 78:12 83:19,22 84:1,11,21 85:11 85:12 86:5,11,13 86:16 89:6 93:4 93:17 94:6,9,11 97:9 98:2 100:22 102:14,17 103:16 108:10,13,13 115:13,20 116:7 124:19 125:11
believed 121:8
belongs 27:9
best 74:5
better 118:9,10
beyond 28:22 69:12
billion 27:15
bit 18:19 103:3
blanking 33:18 41:8 47:4
blew 12:3
block 92:18
blocking 33:16
board 10:9,10 54:16
Bob 34:8 35:2,3 63:7 71:3 80:3,15 80:16 85:11,17 93:21 98:11 99:3 99:20 100:13 101:5,22 102:4,10 103:1,12 109:17 116:8,9,17 117:12 117:17,19 118:17 119:1,4,13,20 121:17,19 122:13 123:3,8,13,18 124:1,16 125:10 125:15
Bob's 74:22
bond 60:21,22
book 30:9
borne 26:13
bottom 82:19 101:7
Bovis 25:4
box 67:11
boxed 95:11
boxes 92:22 93:14
bragged 99:19
break 72:3
breaks 27:8
Brian 94:18
bring 20:9 101:15 101:21
broader 35:3
broke 73:14
broker 74:6,7 75:2 76:4,12,18 77:10 78:14,16 83:7 99:20 100:8
brokerage 76:10 106:1
brokers 52:10
brought 17:12 63:6 100:14 101:17
Budget 13:22 14:19
building 18:13 22:4
built 61:3
bunch 112:9
business 20:20 21:18 31:13,15,20 31:21 32:4,8 43:14,20 44:13,17 45:7 49:8,11,13 49:21 53:8,21,22 55:15 56:10 57:14 57:18 58:11,14,20 60:17 61:7 63:2 68:4 69:2,14 70:10 71:16 74:4 74:9,10,11,15 76:2,20 79:4 83:16,18 85:9 86:8,9 89:20 97:13,21 98:3,20 99:2,4,13,16 100:4,6,10 101:8 101:22 102:16,19 116:8,19 117:3 118:18,19,22 122:4 123:14 124:18

C

C 6:1
cadre 37:10
calendar 52:21
California 49:18 50:10,19,22 51:5 51:15,18 52:1
call 28:1 40:11 48:10 123:13
called 7:17 14:15 44:19 45:10 48:4 55:18 84:21 95:21 106:10 121:4,21 121:22
calling 62:5
calls 42:11,12
CAM 10:1,4 25:17 34:8 71:20 73:15 73:20,21 74:7,10 74:12 75:3,7,21 76:6,18 77:6,13 78:2,13,13 79:3 80:7 82:16 83:9 83:11 84:9,15,20 85:4,15,16 87:1,2 92:9,11,15 93:20 94:8,16 95:2 96:8 98:3,14 99:14 102:20 110:13 113:10,14,20 114:15,19 115:11 115:22 116:3 119:5
cap 38:12
capacity 14:3 17:3 71:14 76:10
Capital 24:18,19 26:6 28:11,21 29:17 31:5,7,14 31:21 32:1,5,9 36:22 37:4,22 38:4 39:3,18,21 40:16 41:19 42:4 42:9,15 43:12 44:10 46:12,21 48:16 49:11
captive 59:5,6,18 60:4,5 61:13 119:17,18,21 120:20 121:7,11 121:11
captives 59:21
car 12:2
card 52:13
case 6:6,8 10:20 11:14 12:12 93:22 94:1 98:12 103:14 109:18 116:22 129:9 131:5
cash 74:22
cc 47:19 48:8
cc'd 47:18
cell 59:6
Center 25:6 60:19
certain 29:8 36:2 51:9,20 53:14 64:20 67:9 76:7,8 98:1 105:11
certificate 53:11,15 128:1
certificates 53:14 53:18
certified 6:16
certify 128:4
chairman 15:8
change 56:9,10 58:1 71:22 82:6 129:19,19 131:8
changed 11:2 16:17 16:17 92:19
changes 127:9 129:17
changing 124:8
characterized 105:12
charge 47:4
cheaper 118:9
check 77:2 84:2 95:5,7
Cherouny 4:9 6:14
chest 103:2
Chicago 31:10
chosen 129:15
Chris 103:20
civil 1:6 14:20 15:1 16:15,21 17:6 18:3
claim 102:8
claims 102:12
clarified 60:6
clarifies 112:6
clarify 58:17 79:2

97:13,19 112:17
clear 35:15 49:6 60:1
clearly 77:22
clerk 98:8
client 123:6,7
clients 24:16 25:19 118:6
close 31:6,18 54:10 62:21 70:4 71:8
closed 63:12 71:10
clue 100:1
coach 111:21 112:2
coaching 111:20
coast 10:22 11:1
coat 93:1
collateral 29:9 32:20
Columbia 1:2 2:18 6:7 13:7,16 17:14 22:8 61:1 119:16 120:8 128:20
come 26:4 27:17 33:3 38:11 59:1,7 104:12 106:6 124:6
coming 59:8
comments 46:10 48:18,22
commercial 69:18 70:6
Commission 15:7 128:20
commissioner 120:7,13,14
commissions 80:4 83:21 86:7,18 87:1
commodity 68:2
common 76:19
communicated 39:18,20 57:7 116:2
communication 29:2 30:4,19 31:3 45:3 62:10 119:3
communications 29:16 30:17,22 37:22 38:4,7 40:14,20 41:18 42:3,8 44:9 54:18 55:3 56:14,19 60:13 61:19 63:17 63:22 64:6 67:4 69:2 115:22 119:5 121:17 122:13
community 121:5
companies 25:7 27:22 32:15 33:2 52:10 53:21 55:22 56:2,21 58:10 89:11
company 20:18 50:15 53:11 55:18 57:1,3,18 60:5,6 66:1 74:22 76:13 78:1 85:11 86:7 87:16 88:10,14,15 104:15,15
compatibility 30:13
compiled 67:13
complaint 90:16 91:7,7 93:22 94:2 96:19 97:4,8,11 97:12,16 99:16 101:21 102:21 107:18 109:16
complete 19:4 25:12 61:1 127:8
completed 129:20
completely 75:8
comply 91:17
computer 52:20,21 107:22 108:4,19 108:22 109:6 110:1,9,12 113:1 113:2,17 114:7,13 114:14
concept 43:16 55:10,14 59:18 60:1,10 67:16 103:18 104:8 120:18
concepts 52:11
concern 46:17
conclusion 114:20
conduit 50:8 104:16,18
conduits 53:22 104:10
Conference 2:12
confidentiality 57:5 100:15 117:7
conflict 56:5 67:15
conflicting 80:14
Connecticut 15:20
connection 75:22 94:16
consent 66:8
considered 66:4
consisted 32:20
constantly 30:10 56:11 62:15
consulting 71:14
consumed 52:18
consummated 83:8 83:9
contact 30:6 31:12 38:16 61:21 62:3 63:10 64:8,9 92:6 110:12 113:2,8,19 114:15 115:10,15
contacts 119:21 123:10,11
contained 93:15
contemplated 85:7
contents 92:21
context 110:20 111:2 113:11
continue 20:19 74:3
continued 69:11 74:19 99:2 121:12
continuing 56:20
contract 101:10,13
contribution 101:7
conversation 20:4 20:7 43:10 46:2,7 46:21 47:13 125:12
conversations 46:13 97:1 119:13
coordination 60:21
copy 75:10 77:1,7 94:3 95:5 98:21 100:17 129:13,15
Corporation 25:1
correct 9:12 10:1 13:1 34:19 36:1 45:2,17 51:6 83:4 83:11 84:10 88:17 88:18 92:1 96:13 105:13 108:1 110:3 127:8
corrected 12:2
correction 129:19
corrections 127:10 129:18
correspondence 79:13
cost 28:4 59:3
cost-effective 50:3
counsel 6:19 7:17 7:21 13:21 16:18 16:21 73:10 111:17 112:12 120:15 128:12,16 129:12
counsel's 40:4 41:3 41:11
country 53:12 61:3
Countrywide 24:21 49:14,19 50:2,12 50:17
couple 8:22 9:1 51:17
course 9:22 10:4
court 1:1 6:7,17 7:14 11:8 15:16 15:20,21 33:7 40:12 90:17 129:22
courthouse 98:9
courtroom 40:12
courts 15:15 17:10
Cowherd 68:10
co-brokerage 84:4 84:8,19 86:12
Craig 100:7 102:2 102:5
crash 110:2
crashed 108:20 109:6
crashes 52:21 107:22 108:4
crazy 9:4
create 68:16
created 58:7 66:17 85:10 100:5 104:8
creating 98:17
credit 41:2,5 44:14 50:4 52:13 56:4 56:12 59:1,6 63:5 66:18 67:17 68:8 68:8,18 69:10 116:14 120:3,21
cried 108:21
crisis 58:8
critical 119:22
current 8:7 56:22
currently 6:13 13:3 13:8 21:10,17 89:7 97:3
customer 47:20

D

D 5:1 6:1
daily 30:6,17 53:6
Dallas 29:21
Dan 41:14
Dana 120:14
Daniels 3:3,8 7:11 7:11 12:15 26:19 26:22 33:12 35:5

39:8 72:1 79:16 87:19 94:18 98:8 102:3,9 103:3,6 105:18 111:3,7,13 111:21 112:3,12 122:6 129:2,3
Danny 34:9 63:7
date 6:11 29:11 34:16 40:19 51:16 64:2,2 88:8 108:14 113:15 127:14 131:7,22
dated 5:8,12,14,16 5:21 80:1 109:19
dates 53:3 108:3 124:11
David 16:16 41:13 47:3,3,14,15 48:21
day 42:22 45:20 52:6,7
days 52:18 121:21 129:9
dead 92:7
deal 19:20 38:19 50:16 61:15 66:1 66:4 68:1 70:4 86:18 98:15,16 100:4 104:21,22 105:9 120:1
dealer 12:1
dealing 30:10 46:11
deals 31:18 45:7 62:21 63:12 70:7 71:8,10 103:17 104:6,7 117:4,6 117:13,15,18 118:1,4
death 95:11
Deborah 1:22 2:15 6:17 128:2 130:7
December 64:19 65:1,4,9
decent 101:16
decide 66:15
decided 104:16
decision 50:13 51:5 51:9,13 60:7,8
decisions 54:9
defaulting 67:22
defect 11:22
Defendant 6:4
Defendants 1:11 3:10 5:18 7:18,21 73:10
define 78:1
definitely 65:13 109:7
delegated 105:20
denied 97:13,21 99:16
Department 14:11 14:13 15:2 24:7,7
departure 20:21 46:5 59:20
depend 102:13
depending 41:3
depends 105:3
deponent 127:3 129:11,12,13,16 129:18,20 130:1
deposed 9:11,22 10:5,12,14
deposition 1:14 2:7 5:6,20 6:3,8,15,18 10:19 19:8,22 20:13 26:17 33:21 75:11 79:6,18 80:21 87:6 90:9 94:17,19 95:5,17 96:2 102:11,13 109:8,17,17,22 113:16 126:9,12 128:3,6,10,14 129:6,8,8,11,15 129:21 130:2,3 131:1,7
depositions 10:3 11:5 98:19
describe 41:7 107:10
described 34:13 42:18 107:9
describing 35:4 75:20
description 34:22 35:2,3
designated 66:12
designer 18:12
desire 43:13,15
desired 130:3
desk 67:12
detail 62:20
determined 12:7
develop 38:22
developed 21:15 33:4
development 16:6 30:8 32:14 38:21 43:3,16 52:8 62:17
dialogue 56:21 74:20
difference 105:2
different 52:8,9,10 52:11 70:13 72:2 104:19,22 105:1 106:3,18
difficult 52:16 53:2 70:12 98:10
direct 36:4,7 49:5 76:15 77:20 81:18 88:3
directed 90:20
direction 128:9
directly 38:10 47:9 48:21 59:22 83:18
director 16:15 49:17
directors 10:10
disagreement 67:7
disclose 44:6 48:1
disclosed 67:14 93:8
discouraging 49:7 49:10
discovered 55:5 98:18
discovery 33:6
discuss 20:13 50:11 65:22 66:6 117:6 120:11 123:8
discussed 65:16 116:17 122:17 125:10,14
discusses 34:11
discussing 34:10 65:20,22 117:19 118:22 120:11,18 121:6
discussion 33:7 38:15 39:2 44:15 58:9 64:15 107:19 116:9 117:12 118:16 126:7
discussions 28:10 28:21 29:20 36:21 37:4,13 48:2 55:11 68:19 83:15 97:18 117:4 121:13 122:2 123:3,18 124:16 125:3
disparaging 48:17 48:22
dispute 18:12
district 1:1,2 2:17 6:7,7 13:7,15 15:19 17:14 22:8 61:1 90:17 119:16 120:8 128:20
division 14:21 15:1 16:22 17:6 18:4 40:7
document 34:4 75:15 76:3 79:22 81:7,15,16 82:14 86:14,15,22 87:9 87:13,14 90:13,18 91:3,6,12,15 106:9 107:7 109:14 115:6
documentation 22:19 42:7 67:10 98:1 107:9 115:14 125:20
documents 5:19 19:14,15,19 20:9 23:1 40:10 75:9 83:13 90:20 91:1 91:11,14 92:5,8 92:10,12,14,22 93:4,11,18 94:7 96:11,17 98:5 103:13 110:8 112:22 113:22 114:6,12 115:18
doing 20:20 30:7 44:3 46:15 49:7 49:11 71:7 74:9 74:15 79:4 102:16 104:9 116:21 119:21
drawing 114:20
drive 109:2
driven 50:1
drop 102:7
duh 67:21
duly 73:8 128:6
DUS 24:18 26:10 26:12 27:4,11,13 27:15 31:15,20 34:14 35:17 37:19 37:20 38:1,5,8 39:4 44:13,21 60:15 70:18 104:22 105:1,3,9 105:12,19 106:15 107:11
D.C 1:17 2:13 3:5 3:14 4:3 6:11 8:9 8:17 9:6 24:7 129:4 131:2

E

E 5:1 6:1,1 73:1,1
earlier 40:1 65:11
east 15:19
eastern 15:19
ebecker@omm.c... 3:16
editorial 129:17
educated 99:21
effort 95:1
efforts 35:18
Eighteen 15:3
either 27:7,18 40:22 44:13 110:13 114:16 115:3 129:11 130:2
eliminate 35:19
Elizabeth's 24:9
employed 128:12 128:16
employee 128:15
employees 23:17
employment 14:21 15:1,6 17:7
enables 53:13
enhancement 44:14 50:4 56:4 56:13 59:2,7 68:8 68:9,18 116:15 120:3,21
ensure 85:17,21 86:6 87:15 129:17
entered 88:7
entire 62:1 95:12
entirely 58:11
entities 29:10 73:18
entity 21:16 88:9 88:12
entree 120:7
Equal 15:6
equity 103:22
Eric 25:9 70:4,21 71:2,5,8 86:1
errata 95:20 127:11 129:14,18 129:20,21 131:4
Esquire 3:8,19,20 3:21 4:6 6:15,18 129:2 131:1
essentially 69:6
establish 49:19
estate 67:18
estimate 11:15
et 1:10 3:11 5:8,12 129:6 131:6
Evelyn 3:19 6:22 8:3
event 74:16
eventually 12:2
everybody 86:3
exact 37:8 40:19 55:19 124:11
exactly 22:18 29:13 35:12 51:8 108:5 115:2 125:8
examination 5:3 7:17,21 73:10
examined 7:19 73:8 127:6
example 18:8 44:2 66:17 107:1
excuse 71:22 72:1 99:6 111:4 114:9
execution 61:14 118:11
exhibit 33:21 34:3 35:7 75:11,14 79:6,10,18,22 80:21 81:6 82:14 87:5,6 90:9,13 109:8,12 125:5
Exhibits 5:6,22
exist 20:17 21:10
existed 67:11
existing 21:8
exists 21:7,9
expenses 89:16,19
expensive 12:9 28:5 32:18
experience 86:1
expertise 32:13 74:21
Expires 128:20
explain 32:12 35:14 48:10
extended 28:22
extent 46:14 67:7 74:18 89:11
extremely 111:15
Eye 2:11 3:13 6:10
e-mail 5:7,11,15 29:12 34:7,16,19 35:4,9 47:17,19 48:13 68:12 81:17 108:15
e-mailed 47:22

F

F 73:1
face 53:10
facilitate 38:10
facility 61:2 93:13 93:19 94:8
fact 27:18 68:15 99:1
facts 11:14
fair 38:3 41:17,20 66:3 67:2 71:12 117:11
familiar 26:11,14 71:5 112:15
family 95:11
Fannie 4:1 6:5 7:1 7:4,7,10 10:19,20 10:21 17:17 19:16 20:19,20 21:15 24:18 25:16 27:4 27:12,14 28:4,5 32:6,10 33:4 34:14 35:11,16,21 38:7,9,15,20 39:6 39:20 40:3,9,15 40:21 41:19 42:3 42:8,14 43:11,14 43:19,21 44:4,9 44:20 46:5 47:19 48:1,10 50:6 53:1 54:18 55:6 57:7 57:18 59:1,2,7,10 59:19,22 60:9 61:5 62:8,11 63:7 63:8,15,18 65:16 65:18,21 66:7,12 66:15,21 67:3,4,8 67:9,16 69:13,16 70:3 73:19,21,22 74:8,13 79:2,4 83:15,17 85:7,19 86:8 87:15,22 88:8 90:17,19,22 91:15 92:12 93:19 94:1,4,8 96:11,17 97:14,21 98:3,15 99:3,14,15,17 100:1,2,8,14 101:4,7,9,22 102:15,19,22 103:1,19,22 104:9 104:16 105:5,15 106:6,17 107:1 110:13 113:3,10 113:13,20 114:15 114:19 115:11,15 115:22 116:10,18 117:13 118:2,5,13 118:18,19 119:7 121:18,20 122:14 122:17,18,20,20 122:21,22 123:4 123:20 124:1,21 129:5 131:6
far 66:4 69:12 96:9 116:3
father 17:13,17
father's 18:2
favor 18:10
feasibility 121:7
federal 1:9 3:10 15:20
fee 22:7 23:6 59:10
feel 111:1 125:21
feeling 125:16
felt 101:6
Fidelity 85:12
Fidelity's 85:16
field 62:18
file 88:20 89:2 95:8 95:15
filed 90:16 93:22 109:16 129:22 130:3
files 93:15 94:21 95:2
filing 88:22 89:7
finalized 107:19
financial 10:1,5 25:17 34:8 71:20 73:20,22 74:10,12 75:3 76:6 78:3 80:8 82:17 85:4 90:6 98:14 99:14 99:22 102:20 116:3
financially 128:17
financing 24:9 61:1
find 32:18 33:1 47:2 57:17 113:6 115:5
finish 114:9
finished 97:17
firm 6:15 100:11 100:11,13,15
firms 32:14
first 5:18 8:8,16 14:12 22:5 24:22 27:9 36:10 53:9 53:10 54:11,14,18 55:9 61:2 62:7 63:5 68:16 69:8 77:12,21 84:18 88:4 91:21
fit 105:16
five 9:18 18:6 20:8

flew 29:21 50:10,22 51:4 52:1
Florida 59:3,11,15
fly 50:19
focusing 122:18
follow 97:5
followed 130:2
follows 7:20 73:9
foregoing 127:7 128:3,5
forgot 25:18 40:1
form 44:14 50:9 111:14 121:11
formal 71:21 73:17
formalized 87:2
formed 20:18 21:5
former 120:12
forms 29:9
forth 62:15 68:12 88:8,10,13 89:21 107:9
forward 45:20 51:10 74:22 120:22
four 9:19 95:16,16 96:4,5
frame 28:13 29:19 30:16 31:19 37:3 37:12 38:6 45:15 48:12 52:3 54:13 56:18 61:18 63:21 78:17 79:11 118:3
Frankly 111:3,4
Freddie 69:17,21
free 111:1
frequently 45:19
Friday 44:1
friend 18:10 123:13
front 35:4
fulfilling 55:6
full 18:22 19:5 59:8 126:1
fully 102:14
further 38:15 43:16 73:9 97:13 110:12 113:2,8,19 114:15 115:10 128:14

G

G 6:1
general 11:12,18 12:1 13:21 16:18 16:21 40:4 53:5
generalized 31:16
generally 31:9,10 40:22 117:2
gentleman 47:5
Gett 32:1
give 11:15 18:22 33:11 104:13 106:22 118:10
given 11:4,7 100:3 101:8 111:3 113:22 123:21 127:9 128:11
giving 19:4
go 15:4 18:21 26:22 37:9,10,10 38:22 39:8 53:3 56:11 59:11 65:21 72:2 72:4 82:6 87:16 95:10 99:7,8 112:3 118:8,8,13 124:4,10 125:12 126:3
going 8:4 28:5 29:4 30:12 34:2 39:12 51:10 53:19 54:8 75:18 77:18 80:13 82:6 85:8 96:22 97:2 98:3 100:5 101:13 104:3,4 107:1,3 111:5,9 116:20,22 118:2 122:3
Goldfrank 3:21 7:6 7:6
good 8:1,2 72:3 73:12,13 105:22
goodness 24:21 25:21 57:8
governance 10:12
government 14:9 15:13 22:8,20
Grace 7:1,4,7 55:9 75:17 87:22 103:18
grader 100:20
graduated 14:10
great 19:20 98:14 98:16 100:3 106:22
Greenwald 46:3
Griffith 4:6 7:9,9
ground 111:14
group 38:13 105:15 107:15
Grove 5:16
Groves 34:9 63:7
Grundeman 3:20 7:3,3
Guarantee 24:22
guess 40:10 83:19 89:10
guide 107:12

H

Haberkorn 68:10
Hal 49:15 50:11,15 51:7
Hampshire 9:6
Hampton 120:12 120:13
hand 34:2 79:9 100:21
handing 75:14 79:21 81:2,5 90:12 109:11
handle 41:15
Hang 103:3
happened 47:18 78:9
happens 86:19
happy 101:4
hard 109:2
Harley 3:3,8 7:11 12:15 94:18 129:2 129:3
harleydaniels@h... 3:7
Harris 16:8
Hartsfield 5:16 21:22 23:12 53:7 83:1,2
Hartsfield's 23:15
Harvey 21:22 23:12 83:1
head 43:8 61:17 120:16
Health 24:8
hear 33:12 85:13
heavily 52:19
held 2:8 6:9 31:9 31:10 126:7 129:9 130:1
help 112:7
helped 68:16
helpful 55:6
helping 125:17
hereto 128:16
Hispanic 65:13
hold 107:12
holder 69:9
holding 52:12,13
home 22:5 91:22
Hommer 1:22 2:16 6:17 128:2 130:7
honest 85:1
honestly 124:2
honoring 86:3
Hook 41:12
hope 116:20
hopping 66:2
Hospital 24:10
hour 42:22
hours 52:6,6,7
housing 16:5 55:7 104:1 120:19 121:6
Howard's 67:11
Hoyes 74:1
HUD 16:5,8
Huebscher 5:10 7:2,4,7 55:9 75:17 77:9 78:18 87:22
hybrid 70:12

I

idea 53:5 78:11 115:7,9
ideas 87:15
identification 33:22 35:6 75:12 79:7,19 80:22 87:7 90:10 109:9
identified 88:15 100:13
identify 23:2 24:16 52:3 75:15 82:13 87:9
immediately 8:14 9:2 44:20 48:4 109:4
important 40:3
include 125:9
including 98:17
income 89:2,3
incorrect 98:4
independent 47:8
indicate 6:20
indicated 6:12 46:12
indicating 22:20 51:22 86:22 115:14
individual 26:9 117:9
individuals 27:20 37:6 53:4
industrial 60:22
industry 30:14,15 58:9
inferior 102:6

inform 55:4
information 19:12 19:13 53:1 67:10 103:11 123:22 125:5
initial 98:12
initiated 59:19
innuendo 49:4
instance 18:7
instances 105:17
institution 69:5
insurance 25:7 27:17,22 29:5 30:12,14 33:2 34:12 41:15 44:4 52:9,10,11 55:22 56:2,21 57:1,3,17 58:8 59:5,18 60:4 60:6 61:13 63:6 63:10 66:1,9,18 67:17 69:10 74:6 74:17 76:19 83:7 85:11 87:16 100:9 100:19 103:21 116:19 119:15,17 119:18,22 120:7 120:12,13,16,20 121:11
insure 28:1
insurer 63:4
insurers 61:22 67:18
intelligence 46:4
intelligent 95:13
intend 64:13 97:5,7 97:10,12,16,19 101:21 102:7,20 107:18 115:1
intended 114:22
intent 97:3
intention 96:18
interest 21:13 76:1 116:14
interested 68:6 110:13 114:16 115:3 128:17
interference 102:8 102:12
interior 18:12
international 99:20 100:8,10
introduce 6:19
investment 25:10 32:14 71:2 104:12
invited 31:7
involve 38:15 94:1
involved 12:18,20 46:15 103:10
involving 10:12 50:16 54:11 60:3 70:5
issuance 60:21
issue 10:12 32:16 41:4 53:13 60:3 103:19 104:18
issued 60:22 69:21 70:1
issues 29:8 30:10 30:11 56:5 110:14 110:16 113:6,7,10 114:17,18 115:3
items 125:9
i.e 129:19

J

Jay 3:3,8 129:2,3
Jeff 41:9
job 1:21 73:20 104:2 131:7
John 1:8 121:4
Johns 103:20
join 28:6
joint 74:7,16 75:2 76:4 78:11 82:16 83:3,10,12 84:13
jointly 74:20 85:14 85:14
Jonathan 4:6 7:9
jonathan_griffit... 4:5
Jones 5:7,13 34:8 63:7 71:3 80:3 93:21 98:12 99:3 99:20 100:13 101:22 102:4,10 103:1 109:18 116:8,9,17 117:12 117:17,19 118:17 119:1,4,13,20 121:17,19 122:13 123:3,8,19 124:1 124:17 125:10,15
Judge 1:8
Julia 92:6 94:20
June 22:14 85:1
jurisdictions 119:19
Justice 14:11,13 15:2

K

Kalinsky 41:13
Kathy 41:13
Katrina 98:10 116:4
keep 29:11 129:16
kept 85:8
key 103:6
kgrundeman@o... 3:17
kicking 69:16
kind 54:3 70:12 86:3 100:18 101:10 118:10 122:5
knew 67:10 117:8
know 9:4 22:7,16 25:14,14 26:1,11 30:9 33:15,16,17 33:17 35:12 46:14 46:16 47:18 48:21 49:20 50:13 51:2 51:3,10 53:5 56:12 57:9 58:8 64:3,19 65:3,5,5 70:19 77:2 78:8,9 78:9,17 80:14,16 84:22 85:3,18 86:2 87:3,3 89:13 91:2 93:1,2,3,14 93:21 94:2,20 95:4,7,21 96:9 101:6 103:9 107:5 110:21 112:8 116:3,8,21 117:1 120:22 121:12 122:4 123:15 124:8,11 125:13 125:13,14,18
knowledge 47:10 96:7 107:20
knowledgeable 59:21 99:21,22
known 68:16 95:19
Kyra 3:20 7:3

L

L 3:19
language 86:15 101:2
lapsed 22:9,17,21 23:3 24:3
large 33:4 67:6 96:12 102:13
Larry 69:17 120:10 120:12
Larson 1:22 2:15 128:2 130:7
law 3:3 9:20 13:12 14:7,10 15:22 16:10 17:2,8,20 18:5 40:8,11 98:8 129:3
Lawch 7:2,5,8 41:1 45:9,15,22 46:9 46:13,19,22 48:17 49:1,10 99:18 106:11
Lawch's 47:9
lawsuit 122:22 123:2
lawsuits 12:16,18 12:21
lawyer 12:11,14 13:1 94:15 97:2 101:5
lawyers 101:3
lay 28:6 32:19 38:12,12 118:6
laying 26:8 29:6 44:21 68:9
learn 49:9
Lease 25:4 27:10 27:16 29:20 30:5 30:17 31:1 37:9
led 98:2
Lederer 94:18
left 16:4 20:19 40:2 44:20 53:1 60:9 62:8 63:8,15,18 66:20 67:3 70:3 73:19,21 85:7 99:15 100:6 101:9 101:10 103:1,19
legal 6:16 93:15
legally 76:13
legislative 16:7
lend 25:4 27:10,16 29:20 30:5,17,22 37:9 54:1
lender 24:18 27:11 27:13 28:4,6 60:16 70:18 105:10
lenders 26:10 33:3 35:18 37:16,17,20 38:14 56:2 66:8 66:19,22 104:19 105:15
lengthy 62:18
letter 5:9,13 74:9 74:13 75:16 76:16 77:8 78:10,18 80:2,5,9 107:14
let's 24:13 25:22

29:21 31:22 72:4 98:7 106:22 108:8 111:7 126:3
level 27:6,9,12,19 28:3,8 30:15
Levin 55:8
licensed 13:3 76:12 83:8
life 9:16
limitations 53:16
limited 54:7 58:11 67:6 83:12 84:13
line 72:2 101:7 110:1,7 129:19,19 131:8
lines 117:2
list 25:12
listen 76:7
listing 129:18
litigation 10:1,5 12:5 90:20 91:1 92:9,11,15 94:16 95:2 96:8
little 8:12 18:19 33:11 50:6 70:11 86:17
live 8:18 9:8
lived 8:10,20
living 43:18
Liz 68:9
LLC 20:16 21:9 22:2,17,21 23:2,6 23:11 24:1,3,15 24:15 36:1,3,5,11 36:15,20 71:20 73:16 75:4 77:12 77:13 78:2 88:17 88:20 89:4,8,16 90:4
LLP 2:10 3:12
loan 10:22 27:7 106:9 120:20
loans 26:9,12 34:15 35:20 52:12,13 59:9 69:19,19 104:14 105:3,4,11 105:13,16 106:4,5 106:13,15,19,20 107:2,2,3,8,10,13
loan-related 121:3
locate 95:1
long 8:10,18 9:8 11:13 14:2,22 15:9 17:19,21 20:7 28:10 45:3,6 45:6 62:19
longer 21:7 28:17 28:18 68:3 93:16 130:3
look 37:17 44:2 56:11 63:9 75:6 77:16 110:21 124:10 125:19
looked 53:18 100:20 123:12
looking 32:15 37:11 43:20 50:3 58:22 68:7 77:3 83:14 118:6,7
looks 82:2
lost 87:19
lot 25:12 29:8 32:17 62:20 67:15 70:6 92:10,18 96:14 104:3 105:3 119:12 122:21 123:1,9
lots 101:17
Lou 74:1
lower 6:12
loyal 123:14
lunch 31:22 72:3 73:14

M

Mac 25:2 57:15,16 57:20 58:2 69:17 69:21
Mae 4:1 6:5 7:1,4,7 7:10 10:19,20,21 17:17 19:16 20:19 20:20 21:15 24:18 25:16 27:4,12,14 28:4,6 32:6,10 33:5 35:11,16,21 38:7,9,15,20 39:6 39:20 40:3,9,15 40:21 41:19 42:3 42:8,14 43:11,14 43:19,21 44:4,9 44:20 46:6 47:19 48:1,10 50:6 53:2 54:18 55:6 57:7 57:18 59:1,2,8,10 59:19,22 60:9 61:5 62:8,11 63:7 63:8,15,18 65:17 65:18,21 66:7,12 66:15,21 67:3,4,8 67:9,16 69:13,16 70:3 73:19,21,22 74:8,14 79:2,4 83:15,17 85:7,19 86:8 87:15,22 88:8 90:17 92:13 93:20 94:1,4,8 96:11,17 97:14,21 98:3,15 99:3,14 99:15,17 100:1,2 100:9,14 101:4,9 101:22 102:15,20 103:1,2,19,22 104:9,16 105:5,15 106:6,17 107:1 110:13 113:3,10 113:14,20 114:15 114:19 115:11,15 115:22 116:10,18 117:14 118:2,5,13 118:18,19 119:7 121:18,20 122:14 122:17,19,20,20 122:21,22 123:4 123:20 124:2,21 129:5 131:6
Mae's 34:14 90:19 90:22 91:15 101:7
major 11:22 52:22 53:20 70:1 107:20 122:21
making 43:18 67:22 85:19 111:17
management 13:21 14:19 15:18
manner 129:17
March 1:16 2:3 6:11 52:17 109:19 113:16 131:7
Marialice 1:5,15 2:7 3:2 5:20 6:4 7:12,16 8:6 73:6 77:6 78:14 80:3 84:9,14,20 87:21 102:16 103:4 105:18 111:22 112:3 127:5 129:5 129:6 131:5,6
marked 33:22 34:3 35:6 75:12 79:7 79:10,19,22 80:22 81:5,19 82:14 87:5,7 90:10,12 109:9,12 125:7
market 49:22 50:1 67:19
marketing 75:1 101:14
marketplace 29:4 52:15 68:17 118:15
markets 99:22
Marsh 25:2 57:15 57:16,20 58:2
Marshall 25:6 60:18
Martha's 116:6
matter 6:5 10:13
matters 10:6,8,15 18:15 41:16
MCRI 69:15
mean 9:16 36:5 37:15 38:17 47:19 48:6,6,7,8 57:11 58:14,18 64:20 66:11 78:5 88:22 105:19 112:7,21 113:4 124:9
meaning 47:8
means 33:9 105:20
medication 19:3
meet 20:2,3 29:22 50:10 59:4 68:11 74:20
meeting 31:8 57:1 59:14
members 10:9
Mental 24:8
message 37:8 66:13
met 51:7 69:10 75:17
method 129:15
Metropolitan 25:9 69:3,5,8 70:5,16 86:2
Mexico 11:11 17:16
mezzanine 34:13
Michael 94:17
Miles 41:13
mind 129:16
mine 8:21 88:14
mink 93:1
minutes 20:8
mischaracterize 78:6
mischaracterized 77:19
mischaracterizes 77:9
misrepresent 77:14
mission 55:7
Mississippi 98:8 103:14
misstatement

76:22
mistakenly 52:19
mitigation 20:15 23:11 36:1,11,15 36:18,19 55:21 71:19 73:16 75:4 76:5,11 78:2 80:7 80:11 82:17 83:4 83:6 88:16,19 89:3,8,9,15 90:1,3 90:7
modify 56:12
moment 39:9
money 12:4 85:19 98:15
month 22:13 109:5
months 8:13 15:3 15:10 17:5,22 18:1,3 40:5 45:5 51:8,18 64:7
Morgan 25:8 68:5 68:6,14,15,20 70:2,15 104:13
morning 8:1,2
mortgage 1:9 3:11 24:17,20 25:5 26:6 27:10,16 28:11,21 29:16 30:15 32:15 35:20 37:9 44:18,19 45:4,8 46:12,20 48:16 49:10 58:21 58:22 59:15 60:13 69:9 70:12 104:14 120:19 121:3
mortgages 26:9 54:2 68:2,3 104:11,20
mortgage-backed 32:21 54:6 67:20
Motors 11:12,18 12:1
move 22:10 51:10 74:22 120:21
moved 8:22 22:3,4
multi 104:19
multi-family 10:20 35:20 40:6 49:16 49:17,19 50:13 51:6 63:5 66:18 67:17 69:9 70:7,9 74:3 107:12
mutual 5:17 87:10 87:17 88:4,6
Myers 2:10 3:12 6:10 19:14

N

N 5:1 6:1 73:1,1,1
name 6:14,22 8:3,5 11:2 25:22 41:8,9 41:9,14 47:1,4 55:19 58:20 65:14 68:10 88:9,12 89:22 90:2 120:15 131:5,6
named 68:17
names 11:3 26:3 61:16 117:16,20
Narassiman 45:10 46:3
narrow 50:2
National 1:9 3:10 18:11
nature 13:18 26:5 31:4 32:4,8 40:13 44:8 49:6,13 55:2 55:15 56:8 57:14 60:3,17 61:7 63:2 68:4 69:1 77:10 115:21 122:1,12 122:16
NCRC 121:4
necessarily 107:5
necessary 94:5 111:2 129:18
need 38:14 111:21 112:1 122:10
negotiate 107:7
negotiated 106:12
negotiating 106:13
negotiation 32:1 58:9
neither 128:11
nervous 9:4
Network 10:11
never 12:1 43:13 43:14 66:4,7,10 66:10 80:2,9 83:8 83:10
new 9:5 11:11 17:16 18:13 24:9 55:14 56:3,12 62:9 65:3 68:11 68:12 71:4 89:13 101:20 110:9,12 112:22 113:2,17 114:7,13,14 119:16
newest 119:17,18
Newman 5:11 40:22 55:8 75:18
newsletter 29:12 60:7
nice 45:12
Noble 5:8 34:8 66:13
non-disclosure 5:17 87:10,18 88:5,6
Northwest 6:10 8:8 8:16 9:6 91:21 92:17 131:1
notary 2:17 7:19 128:1,19
noted 89:11
notice 2:15 92:20
notifying 108:15
notion 105:21
number 6:3,8 19:11,12 21:12 26:10 68:13 82:5 82:7,10 119:15 125:15
numbers 125:8 129:19
N.W 2:11 3:4,13 4:2 129:3

O

O 6:1 73:1,1,1
object 111:8,10,11 111:12,13
objection 111:10 111:18
obtained 98:9
occasional 18:7
occur 24:11
occurred 110:2
October 128:21
offered 73:20
office 13:21 14:18 15:15 16:15 17:10 17:15,18,20 18:2 22:4,5 40:4 41:2,3 41:5,11 67:11 89:19 91:19,20 95:10,12 108:7 129:11
officer 128:2
officers 23:10
offices 2:8 3:3 6:9 22:3 129:3
oh 9:5,15 10:18 13:20 24:21 25:21 39:22 41:13 51:2 57:8 59:17 60:15 64:17 81:13 91:2 91:8 94:13 106:22 113:21 117:21
Okay 72:4 103:5 111:7,13 112:21 113:15 122:12
old 93:2
OMB 15:5 16:14
once 60:8 63:8 100:6
ongoing 37:18 43:1
oops 75:6
opened 55:17
operating 89:16
opportunity 15:7 64:12 77:22
opposed 105:5
options 37:17 68:7 118:8
ordained 105:15
order 74:10 82:3 85:16 95:12
organization 121:5
organizations 121:6
original 93:22 94:1 129:8,21 130:1
originated 26:10 106:6,14,15,21 107:5
originating 30:12
other's 76:2
Ott 99:18 100:8,17 102:2,5
outcome 128:18
outset 125:11
outside 14:6 69:21
out-of-order 82:2
overall 9:16
overheard 46:2,8
owner 60:4
ownership 76:1
O'Melveny 2:10 3:12 6:9 19:13

P

P 6:1
Pacifica 10:11
package 59:8
page 5:3,6 36:10 81:19 82:2,15,19 109:22 110:6,6 129:18,19 131:8
pages 1:19 95:17 96:4,5 127:7
paid 18:16,18,18 22:6 23:5 85:17
paper 95:16

papers 33:7
paragraph 76:16 77:21 88:4
paragraphs 83:20
pari 28:2
part 29:2 33:4 57:9 96:12 98:10 102:13
particular 81:17
parties 26:13,14 87:17 128:13,16
partner 76:9
party 6:20 12:21 94:5
passu 28:2
Patricia 16:7
Paul 41:12
Pause 82:8 99:9
pay 71:11 101:14
paying 38:21 59:10
payroll 90:4
people 18:9 21:14 26:2 29:11 30:7 32:17,18 37:11 38:13 42:17,20 43:4,4,5,19 52:12 52:13 54:1 59:20 74:21 101:9,14 103:15 107:15 116:13 117:17 121:2
perceived 29:9
perfectly 81:14
performed 15:18
period 62:1
periodically 68:11
permit 100:9
person 18:9 21:11 21:20 47:3,9,10 47:16,22 48:5,19 49:16 60:20 102:6 120:1
personal 90:2 122:16
pertaining 29:8
pervasive 52:15
phone 20:4 42:11 42:12
Pinnacle 25:5 58:21,22 59:4,15 60:13 121:1 125:13
place 6:6 72:3 92:4 92:5,22 117:8
places 67:1
Plaintiff 1:7 3:2 7:12
please 6:19 7:14 8:5 48:1 111:19 112:4
PNC 107:2
point 45:19 60:20 74:18 85:10 111:20
policy 41:2,5 100:19,22,22
pool 54:4 69:20 104:14
pools 26:8 104:17 104:19
pops 65:12
popular 54:2
portfolio 30:11 70:14
portfolios 32:17 43:22
portion 6:12 28:7 32:21 98:20
position 14:6,12,17 15:4,9,12 16:1,3,4 16:11,13
possession 92:14
possibility 26:7 44:3,21 59:4 60:11 103:21
possible 68:7
possibly 44:4
post 32:19
potential 61:13 68:12 71:4 118:19 118:22 124:1
Potter 49:15 50:11
practice 13:4,9,12 13:19,22 14:22 16:10 17:15
practiced 14:7 18:5 18:7
practices 106:17
practicing 13:15 15:22 17:2,6,8 40:8,11
precisely 52:4 78:21
preclude 19:4
predetermined 54:8
preferred 27:22
premier 105:14
prepare 19:7,21 29:3 129:18
present 4:8 37:14 96:18 119:6 121:16 122:15 123:5,18
presentation 85:13
president 23:14,16 74:2
pretty 18:15 94:3 108:16,17 123:8
previous 33:6
previously 37:7 73:8 96:10 107:21
primary 27:19
prior 8:15 9:3 20:21 46:5 57:8 59:19 79:3 83:15 84:17 105:16 106:8 108:8
priority 66:22
private 13:22
probably 30:18 45:20 47:2 49:20 56:1 58:6 64:18 76:22 80:10,12 119:13
procedures 100:3
process 62:19
processes 100:2
procure 24:8
produced 19:15 92:13 96:12,17 115:19
product 21:14 27:15 30:7 32:13 38:21,22 43:2 44:4 52:7 55:5 62:17 66:16 98:17 100:4 118:10
production 5:19 90:19,22 91:10
products 33:3
Professional 2:16
profit 50:7
program 49:20 50:9 67:1 103:22 104:1,8 107:11,16
project 24:7 47:7
promises 43:18
properties 70:8
property 8:21 67:21
proportion 52:22
proposal 33:8,14 35:11,15,22 36:14 36:17 37:1,5,19 38:1,5,8 39:4 55:12 56:16 58:4 58:16,18,19 59:16 60:14 61:12,20 62:4,6 63:19 64:1 64:10,16,17 65:7 66:10 68:21 70:17 71:1,6,15
proposals 117:5 119:15 123:19 124:18 125:1
proposed 82:16
proprietorship 21:19
proscribed 106:17
provide 50:3 56:4,5 67:9 125:4 129:13
provided 19:13 75:10 103:11 129:15
providing 34:12 59:6
public 2:17 98:11 128:1,19
purchased 27:8 105:4,5
purported 100:18
purpose 87:13,14 129:16
Pursuant 2:15
pursue 20:19 21:14 44:21 66:21
pursuing 26:7 38:18 43:13,18 47:11 116:14
put 25:18 26:3 36:5 48:8 67:13 111:2
putting 93:11
p.m 73:2 126:13

Q

qualification 102:6
question 26:19 40:2 46:4 62:16 77:15 78:6 84:17 84:18 111:14 112:11 114:10 119:9 122:10 124:11
questions 8:4 18:20 97:1 125:22
quick 99:7
quit 104:2
quite 25:8 56:21 69:4
quote/unquote 32:20 99:19

R

R 6:1 73:1

race 97:14,22 99:17
radio 10:11
raise 64:12,13 102:21
raised 46:4
ran 71:17 106:11
rate 92:19
rated 100:13
rating 120:2,3,4
reaching 28:2
read 20:22 21:2 110:7,10 111:1 113:9 119:8,10 122:10 127:6 129:11
reading 91:9 130:2 130:3
reads 6:13 77:5
real 67:18 99:7
realize 68:2
really 9:20 22:18 34:12 39:5,22 65:18,19 78:21 93:6 95:6 97:17 100:2
reason 18:21 46:16 73:21 74:4 93:17 94:6 102:14
recall 9:15 11:6 22:18 23:7,9 25:14,19 31:3 38:2 39:3,22 40:14,17 41:14,18 41:21 45:5 56:1 61:16 62:5 64:15 65:7,10,20 81:11 108:5 120:8
recalled 73:7
recapture 53:3
recast 102:5
receive 12:4 86:7
received 108:15 110:11 113:1 114:14
Recess 39:13 72:8
recognize 34:3 81:7 81:10,12,15,16,17 90:13,18,21 109:14,15
recollection 28:20 29:15 30:21 35:10 36:13 42:13 43:6 76:4 79:11 93:10 124:16 126:1
record 8:5 21:2 35:14 39:9,12,15 42:12 58:17 72:5 72:7 73:4 82:6,11 98:11,11,22 99:7 99:8,11 102:10 111:11 119:10 124:6 125:13 126:4,6,7 128:10
records 51:22 93:15 98:22 124:10
Red 24:17 26:6 27:10,16 28:11,21 29:16 37:9 46:11 46:20 48:16 49:10
reduced 128:8
refer 112:14
reference 112:13
referred 45:22 111:15
referring 21:21 48:20 78:8 81:3 86:16 95:19 98:5 110:15 114:19 115:8
refers 113:13
reflected 85:6
refresh 35:10 36:13 76:3 79:10
refused 67:9
regarding 10:20 30:11 38:7 39:20 41:19 42:4,9,15 43:11 44:10 62:11 64:10,15
region 49:18
Registered 2:16
regulates 22:8
regulations 56:7
regulatory 29:10 29:10 60:3
reinsurance 61:13 119:20
reinsurer 120:1,2
reinsurers 25:8 52:11 61:22
relate 32:6,10 36:22 55:11 56:15 59:15 63:18 68:20 70:16,22 116:10
related 37:5,19 44:12 59:17 62:3 92:8,14 93:19 94:8 115:4 117:13 118:2,4,18 122:14 128:12
relates 120:4
relating 37:22 38:5 39:3 40:15 63:22 65:16 71:14 95:2 96:7 116:17 121:17 123:4,19 124:1,17
relationship 31:5,6 46:18 47:8 63:9 69:12 71:19,21 73:15,17 74:5,19 78:1 79:3 85:15 85:16
relationships 25:13
relative 128:15
relied 52:19
relief 37:11
reluctant 80:18,18
rely 50:5 59:10
relying 59:2
remain 64:6
remember 9:5 10:17,18 18:14 30:1 33:10 39:7 41:8 42:2,5,22 47:1 55:19 62:2 64:18 65:14,19 78:22 80:20 81:13 88:21 93:21 95:9 95:14 110:17 117:21 119:2 120:14 124:2 125:2
remembered 65:11
remembering 41:22 75:8
REMIC 32:22 54:7 69:20
REMICs 53:17
remove 54:3
Rent 89:21
rental 8:21
renting 59:5
repeated 45:18
replace 54:4 108:22
replacement 109:3
Reported 1:22
reporter 2:16 5:22 6:17 7:14 21:2 119:10
represent 6:21 7:1 12:11
representation 117:9
representations 18:17
represented 18:10 95:13 98:20
representing 7:4,7
represents 104:14 121:5
request 19:14 90:19,22 91:10
requested 21:3 119:11 125:5 129:8
requests 5:18 91:15 125:8
required 59:9 79:2
research 27:21
residence 9:2
residential 69:19
respect 29:5 56:5 61:12 75:22 97:15 97:20 104:10 107:17 110:16
responded 33:17
responding 47:20
response 91:15
responsible 43:17
result 12:5 19:14
resume 17:12
resurrect 117:1
resurrected 63:8
retained 5:22
retrieve 53:1 109:1
return 89:2
returns 88:20 89:7 89:13
reveal 117:16,20
revenue 60:22
review 19:18 96:16 105:17 129:9,16 129:16
reviewed 19:11,20 40:10 96:11
revise 129:17
Rhoda 40:22 55:8 75:18
Richard 7:2,5,8 41:1 45:9 46:19 99:18 106:11
right 11:6 33:18 47:1 77:3 95:10 109:13 117:21 119:2 124:3 125:22
rights 14:20 15:1 16:15,22 17:6 18:3
ripped 53:22
risk 20:15 23:10 26:8,12 27:6,8,9

27:12,19 28:1,3,8 29:6,6 32:16,19 34:14 35:19,22 36:11,15,17,19 38:12 43:22 44:22 55:20,21 63:5 66:18 67:17 68:9 69:10 71:19 73:16 75:3 76:5,11 78:2 80:7,11 82:17 83:3,5 88:16,19 89:3,7,9,15,22 90:3,7 118:7
RMS 22:16 23:2,19 23:22 24:3,6,14 24:16,17 25:20 31:4 55:12 56:15 61:8 68:5 75:21 76:9,18 77:12 78:2,8,13,15 79:3 88:14
Rob 55:8
Robert 4:9 6:14
Roberts 16:8
role 104:17
room 2:12 120:17
Rosenfield 25:10 70:4,22 71:2,9,13 86:2
RPR 1:22 128:2 130:7
rules 56:9

S

S 6:1 73:1,1,1
sabotage 48:7
Sarah 3:21 7:6
save 112:13
savings 10:22 11:1 25:9 69:3,5,8 70:5 70:16
saw 62:7 85:20 94:2 98:1 100:17
saying 42:19 58:3 74:14 75:21 86:4 113:9 114:5,11,21
says 77:22 83:20 86:17 88:6 113:5 125:13
scenario 81:13
schedule 14:16
school 14:10
screen 6:13
search 91:14,18 92:3 95:14
searched 91:16 92:4
seasoned 106:8
second 3:4 28:3 76:17 129:3
secondary 27:19 28:7
Secretary 16:8
section 14:21 15:2 17:7 55:18 106:10 106:12
securities 32:21,22 53:16 56:8 69:20 120:4
securitization 10:21 31:17 50:5 52:14 62:18 105:6 105:6,7,8 120:20
securitize 69:18 70:14
securitized 27:7 105:6
securitizing 35:20 104:11
security 54:6 67:20 104:18
see 24:13 25:22 26:2 29:21 31:22 34:5 36:3,9 66:11 78:4 81:20 82:20 85:2 86:9 88:5 95:6 98:7 105:3 108:9 109:15 111:7 112:7,10
seeing 81:11 91:10
seek 56:3
seen 89:12 91:3,12 98:19
sell 50:7
selling 35:19
send 37:8 95:4
senior 16:7 74:2
sense 27:2 71:22 100:7
sent 79:14 92:10 116:2
sentence 76:17 77:21 113:5,11
separate 14:16
separately 84:12
September 57:11 58:7
serve 14:2
Services 6:15,18 76:6 78:3 82:17 131:1
servicing 105:21
set 5:18 80:5 88:8,9 88:13 106:16
sgoldfrank@om... 3:18
share 83:21 86:18 87:1
shared 27:12 28:3 85:18
sharing 80:4
sheet 127:11 129:14,18,20,21 131:4
sheets 95:16,20
Shekar 45:10 46:3 49:5
shelf 69:22
shop 62:16
short 24:20 25:13
show 21:13 42:8 78:11 87:4
shut 57:10
Sid 32:1
side 30:13 105:9 120:16
sign 80:11,18,19,19 129:11
signatory 88:1
signature 82:20,22 126:11 127:14 129:9 131:22
signatures 86:10 86:12
signed 74:7 80:2,9 83:5 84:1 85:22 127:11 129:20,21
significant 101:6
signing 83:2,19 130:3
simply 83:20
sincerely 48:5 130:5
single 71:4 100:15
single-family 49:21
sit 124:15
sitting 25:15 115:6 124:13 125:21
situation 47:12
six 9:10 40:5
size 105:2
small 69:17 70:7 86:5
smaller 53:21
sold 92:20
sole 21:19 117:9
solely 43:17
solutions 32:16
somebody's 67:12
someplace 31:10
sorry 13:20 14:1 17:11 26:16 32:7 35:5 39:19 70:16 81:6 84:16 87:19 91:8 95:3 103:2 112:19
source 52:20
speak 59:21
speaking 111:10,18 116:13 117:2
special 15:7
specialist 6:16
specific 29:16 30:22 31:3 42:2 43:9 51:15 53:3,4 58:10 62:13 64:4 102:19 117:3,4,4 117:6,13,15,16,18 118:1,17,21 123:19 124:12,18
specifically 31:2 41:15 42:5 43:21 49:4 51:3 66:19 116:16
specified 107:14
split 26:13
spoke 40:22 41:1,2 41:22 42:20 43:3 48:21 55:7,8 65:4 65:5,6 116:7 119:14
spoken 42:14,21 96:20
spreads 50:2
St 24:9
staff 49:16 59:22
standard 70:9 106:16
standards 100:16 107:6
Stanley 25:8 68:5,6 68:14,15,20 70:2 104:13
start 69:7 112:8
started 62:8
Starting 109:22 110:6
state 8:5 102:9
stated 37:7 103:12
statement 45:16 76:21 110:18 111:15
statements 90:7
states 1:1 6:6 76:18 100:12

station 10:11
status 22:16,20 23:2 24:3
stayed 31:11
stenotype 128:8
step 104:16
steps 130:2
Steve 34:8 66:13
Stockman 16:16
stop 21:8
stopped 22:1 36:6 43:13,15 45:13 58:11
storage 92:17 93:5 93:13,19 94:7
story 89:14
Strategists 20:16 23:11 36:1,11,15 36:20 71:20 73:16 75:4 76:6,11 78:2 80:7,12 82:18 83:4,6 88:17,19 89:4,8,10,15 90:1 90:3,7
Street 2:11 3:4,13 6:10 8:8,16 22:6 91:21 92:17 93:5 93:13,18 94:7 104:10 129:3 131:1
structure 26:12 34:11 53:13,15 68:18 69:15 105:2
structures 71:5
studies 15:19
stuff 74:17 85:20 92:22 93:2 116:21
stupid 45:11
submit 105:16
subsequently 129:21
substantial 99:1
substantive 112:10
suddenly 56:1
sue 11:18
sued 10:11
suit 11:11
Suite 131:2
summer 30:2 78:20 108:17 113:18 115:12 116:7 119:6 121:16 122:14 123:4,17 124:17
summertime 108:11
supplied 115:13
Supreme 15:15
sure 39:10 55:22 67:7 84:22 89:1 94:3 108:16,17 124:4
survive 102:12
swear 7:14
Swiss 25:1 55:16 56:15 57:7,9
sworn 7:19 73:8 128:6

T

T 73:1
take 43:21 87:15 102:10
taken 6:4 95:8 128:4,7,14
takes 62:19
talk 41:6,10 46:20 58:2 65:8 68:11 74:20 118:12,13
talked 40:21 116:3 121:19 122:20,22 123:6 124:12
talking 35:13 73:15 110:1
tall 47:5
tape 6:2 82:5,7,10
tapes 85:20
task 129:10
Tawa 103:21
tax 88:20 89:2,7
Taylor 121:4
telephone 120:10
telephones 89:21
television 6:13
tell 29:13 33:19,19 40:1,18 44:8,11 48:17 51:15 57:4 94:13 102:11 108:6 113:7 116:5 116:16
telling 80:14,16,17 83:16 114:3,4
tentative 60:10
tenure 69:12
term 33:9,13
termination 106:9
test 71:3
testified 7:20 10:4 12:17 73:9 89:6 96:10 107:22 114:1,4
testify 11:14 111:6 114:12
testimony 11:4,7 19:1,5 84:3,12 86:21 95:22 113:12 127:7,9 128:5,7,10
theory 71:4
thick 45:14
thing 37:18 45:12 52:17 54:3 61:11 86:17 96:6 110:21 122:5
things 29:4 46:15 71:17 75:20 93:2 93:16 101:17 115:16 116:2 121:3 124:12 125:7,15
think 8:22 9:10,19 11:1,2 12:7 14:15 15:11 18:8 22:6 22:12 23:4 25:16 25:18 40:5 42:10 42:16 46:17 48:14 48:20 58:6 62:6 64:22 67:6 70:1 75:6,7,9,19 76:14 76:14 77:4,4,5,7 77:11,14,18 78:7 78:7,13 89:1 92:16 104:3 108:16 111:2 113:13
thinking 10:16 65:2
third 76:16 100:20
thirty 129:9
thought 10:22 38:14 43:17 55:5 74:1 85:20 104:4 123:13,14
three 8:13 9:18,18 24:12 53:11 83:20 106:8
three-paragraph 86:17,22
thriving 67:19
Thurgood 25:6 60:18
Tim 24:6 59:12 67:11
time 6:12 8:20 9:1 11:13 13:11,16 14:7 16:9 17:8,14 17:14 23:5 24:14 24:15,20 27:14 28:13 29:3,3,14 29:19 30:16,18 31:19 37:3,8,12 37:14,21 38:6 39:11,14,17,19 41:21,22 42:22 44:7 45:15 48:12 52:3 54:13 55:21 56:18 57:1,6 58:7 61:18 62:7,19 63:21 64:14 65:15 69:4,16 72:6 73:3 77:15 78:17 79:11 80:13 82:4,9 85:14 86:20 89:12 92:19 99:8,10 100:16 110:11 112:13 113:1,17 114:14 118:2 121:8 123:15 126:5,8 129:8 130:1
times 9:14,18,19 18:4 50:22 69:11 124:22
title 16:17,19,20 23:13,15
titles 16:17
today 8:4 19:1,5,8 20:10 124:15
today's 6:11 126:9
told 45:10 47:17 49:1 75:18 100:5 101:12 102:15
Tom 120:11,12,13
ton 104:4
top 36:8 61:17
tortious 102:8,11
totally 100:1
track 87:20
tranche 34:13
transaction 63:6 83:22 119:22
transactions 27:4 31:17 54:10 68:13 68:14 102:22 103:8 106:12 115:16 124:2
transcript 129:8,12 129:13,16,21 130:1,2
transcription 127:8
transcripts 96:2
transferred 40:6
traveling 51:18 92:18
tried 31:15,16

trip 65:2
triple 100:12
true 60:11 67:5 69:7 74:14 110:18 113:15,21 123:16 127:8 128:10
trust 107:8
truth 80:15,16,17
truthful 18:22 102:15
try 27:17 29:11 64:13 65:14 101:16
trying 10:18 18:14 32:18 33:10 38:11 52:7 57:17 85:9 117:1 120:19
turn 109:21 110:5
turned 74:5
turns 98:4 101:18
two 8:12 14:4 18:9 28:12 32:2 52:21 73:18 85:2,2 86:9 86:11 102:3 107:22 110:14,16 113:5,7,10 114:16 114:18 115:3 129:10 130:2
two-year 106:7
type 14:17 21:16 31:13 47:12 53:8 58:10,13
types 52:9 53:14,20
typewriting 128:9
typical 89:19

U

U 92:17 93:5,13,18 94:7
Uh-huh 81:8,21 84:5 88:11 110:4
ultimately 27:20 67:12
un 100:1
uncovered 27:21
understand 33:8 45:18 67:18 68:1 69:17 84:16 98:14 105:12
understanding 74:1 79:1 87:12 91:5
underwriting 105:21 106:16
unique 53:12,15
unit 55:21 92:17
United 1:1 6:6 100:12
units 70:8
University 18:11
unsigned 5:9,13 80:2
updates 29:3
Urban 16:6
use 44:4 66:16
usually 41:12 101:10
utilization 121:10
utilize 66:9
utilized 69:9
utilizing 59:5
U.S 15:15 17:10

V

v 129:5 131:5
vague 111:16
validity 60:5
value 12:8
van 41:12
variation 44:3
various 56:6 91:8 118:7
vegetarian 47:5
vehicle 56:13 59:5
venture 74:16 78:12 82:16 83:3 83:10,12 84:13
venue 66:21
versions 101:1
versus 6:5
viable 123:12
vice 23:16 74:2
video 6:16
Videographer 4:9 6:2 7:13 39:11,14 72:6 73:3 82:4,9 99:6,10 126:5,8
videos 96:15
videotaped 1:14 2:7 6:3
Vineyard 116:6
Virginia 15:20
vis-a-vis 29:5
Volume 1:20
vs 1:8

W

waived 126:12
Wall 104:10
want 21:14 27:2 50:7 66:16 80:11 89:13 111:11 118:13,14 124:5
wanted 69:14 85:13
wants 44:2
warm 31:11
Washington 1:17 2:13 3:5,14 4:3 6:10 8:9,17 9:6 24:20 44:18,19 45:4,8 120:9,9 129:4 131:2
wasn't 13:22 49:5 62:9 76:11 80:16 91:9 101:13 103:9 120:9
watching 96:14
Watergate 22:4,11 108:6,8,9 110:2
way 27:8 38:12 45:22 50:3 53:20 56:10,15,22 59:1 66:14 70:17,22 78:10 84:11 85:21 93:19 97:10 104:9 116:12 118:6,8,9 118:14
ways 32:18 56:4,12 63:9 70:14 129:11
Webb 24:6 59:12
Wednesday 1:16 2:3
week 57:2 119:14 119:14 121:20,20
welcome 77:22
Wendell 103:20
went 14:10 15:6 16:5,14 40:3,3 50:15 51:8,14 59:3,12 98:8 101:1,2,2 103:13
weren't 70:19 118:16 121:3
west 10:21
we're 31:11 39:12 39:15 62:5 72:7 73:4 82:6,11 99:11 115:6 116:20 119:18 126:6
white 101:9
Williams 1:6,15 2:8 3:2 5:3,6,9,11,14 5:20 6:4,5 7:12,16 8:1,6 39:17 73:6 77:6 78:14 80:3 82:13 84:9,14,20 87:22 92:6 94:14 94:20 96:7 107:21 127:5 129:5,6 131:5,6
wind 83:19
Wisconsin 4:2
witness 7:14,17 12:18 26:20 27:1 33:15 73:7 87:21 103:5 105:20 111:20 112:1,5,17 112:18 119:12 122:7 128:4,7,11 129:13,15 131:6
woman 120:16
Women 18:11
words 38:20 102:4 104:11
work 17:21 21:22 26:5 33:2 38:10 47:7,11 54:15 56:3 61:4 70:15 70:21 73:21 83:21 85:4 94:15 98:16 104:4,5
worked 15:14 16:5 16:6 17:16,17 18:2,3 24:6,17,19 24:19,21,22 25:1 25:2,3,3,4,4,5,6,7 25:9,11,16,17,21 47:8 54:14 57:16 57:20 71:10 85:5 101:3 103:18,20 106:10 115:16
working 17:9 21:12 37:7,16 38:11,18 45:13 52:6,8 70:13 101:4 120:22
works 26:12 66:20 118:15
worth 27:15
wouldn't 100:9 124:5,13
WPFW 10:10
write 26:4 65:12 74:8 103:12
writing 62:7
written 35:1 78:19 100:21,22 103:10
wrote 60:7 74:13 75:17 77:9 78:10 100:19

X

X 1:4,12 5:1

Y

year 11:16 22:15 45:6 51:20,21 124:12
years 8:12 9:1,10 9:21 14:4 18:6 21:12 24:12 28:12 32:2 57:17,19 60:9 85:2 106:8
Yesterday 20:6
YMCA 61:3
York 65:3 68:11

Z

zero 89:4
Zurich 25:7 34:9 61:8,10,15,19 62:3,11,15,22 66:13

$

$10 92:19
$10,000 12:9
$90 27:15

1

1 1:19,20 5:7 6:3 33:21 34:3 35:7 52:17 58:3 82:5
1:05CV01483 1:7 6:8
1:34 73:2,4
1:47 82:5
1:49 82:10
10 52:6 129:1
10D 2:12
10:30 2:4 6:13
1020 131:1
104 82:14
10547 81:19 82:14
109 5:21
11 52:6 57:11 58:7
11:25 39:12
11:36 39:15
12 52:7
12:26 72:7
1300 92:18
131 1:19
14 128:21
15 34:17 62:12 66:12 129:19
1625 2:11 3:13 6:10
17 109:19 113:16
179392 1:21 131:7
18 15:10 17:5 18:3
19 11:17 21:6 110:7
19th 131:1
1922 8:8 91:21
1980 8:20 13:13
1981 102:5
1981s 102:4
1987 11:17
1988 17:16 21:6
1998 28:14,15 37:14 45:1,17 46:8 49:12 50:20 50:21 52:4,17 56:22 57:21 62:1 85:1 98:4
1999 48:14

2

2 5:9 75:11,14 82:7 82:10,15,15
2:12 99:8,11
2:46 126:6,9,13
2000 28:15,22 29:17 48:15 58:15 78:20 80:1
20001 8:9
20006 2:13
20006-4001 3:14
2001 22:12 23:8 28:19,22 29:17,22 30:1,19,22 33:8 33:14 34:17 35:10 35:15 36:14,22 37:5 40:16 41:19 42:4,9,15 43:5,12 48:15 49:12 50:20 50:22 52:4 54:22 55:12 56:15 57:12 58:3,7,18 59:16 60:14 61:12,20 62:1,4,6,9,12 63:19 64:1,3,7,10 64:16,17 66:9,13 68:20 70:17,22 71:6,14 78:21 79:15 108:10,18 113:19 115:12 116:1 119:6 121:16 122:14 123:4,17 124:4,17 125:14
20011 3:5 8:17 129:4
20016 4:3
2002 30:20 55:1 57:21,22 59:13 62:1 64:19 65:1,4 65:9 78:21
2003 109:16,19 113:16
20036 131:2
20037 9:7
2004 32:2 116:4
2005 116:5,6,7,10 116:17 117:12 118:2,17 119:4
2007 1:16 2:3 6:11 24:13 129:1 130:1 131:7
2008 128:21
202 3:6,15 4:4 129:12 131:3
21 110:1
28 1:16 2:3 6:11 131:7

3

3 5:11 79:6,10,16 79:17
3/17/03 5:21
30 129:9
33 5:8
383-5300 3:15
3900 4:2

4

4 5:13 79:18,22 130:1
42 109:22
429-0014 129:12 131:3
43 110:6
468-7737 3:6
47 82:1

5

5 5:15 32:3 70:8 80:21 81:6 82:14 116:4
5/15/01 5:8
5/3/01 5:12
50 70:8 101:1 107:2 107:2,2
5511 3:4 129:3
5722 8:16 22:5

6

6 5:17 80:1 81:6 87:5,6,20
6/14/02 5:16
61 9:19
620 131:2

7

7 5:4,18 90:9,13
700 9:5
75 5:10
752-6167 4:4
79 5:12,14

8

8 5:20 109:8,12 129:19
8/6/00 5:14
80 5:16
81 13:13
82 13:14
87 5:17

9

9 12:9 65:6
9/11 57:8,10,11 58:12 108:9,12,14
90 5:19

1

Subject: Fannie Mae DUS Lender Preliminary Information
Date: Tue, 15 May 2001 14:34:15 -0500
From: Bob Jones <bobjones@cam-financial.com>
To: stephen.noble@zurichus.com, marialice@worldnet.att.net, dwgroves@bellsouth.net

Bob Jones wrote:

Hi Steve. Pursuant to your conversation with Danny, I have attached a copy of Risk Mitigation's (Marialice Williams company) write up Opportunity to Provide Insurance Coverage for the Mezzanine Tranche of Risk Associated with Fannie Mae's Delegated Underwriting and Servicing Program. I have also included CAM's proposed Mezzanine Risk Premium Pricing Grid for your review.

Risk Mitigation and CAM Financial Services are co-brokering coverage for individual DUS Lenders (26 premier lenders selected by Fannie Mae) who originate under the Fannie Mae Multifamily DUS Program. The 26 lenders represent approximately 65 billion of multifamily loans originated to Fannie Mae. Risk Mitigation currently represents 3 of the DUS Lenders that have approximately 10 billion in seasoned DUS program with Fannie Mae. There may also be several other DUS Lenders having an interest in this coverage at some point in time. The coverage that we are looking for is not first loss. Fannie Mae requires the DUS Lender to cover any loss on the first 5% of claims loss exposure. The coverage we are seeking is secondary risk exposure for the next 15% mezzanine exposure parri passu with Fannie Mae. At this time Fannie Mae hasn't made a decision if they want to cover their 7.5% portion of risk exposure. We should know soon on Fannie Mae's position. I have taken the pricing grid out to 15% in the event Fannie Mae wishes to cover her risk exposure.

Steve you will see the premium grid is not as rich as pricing to cover first loss exposure. However, the risk is much lower and there is the potential to write substantial premium as each DUS Lender will have several billion of product to cover. Considering CAM has been writing Fannie Mae first loss coverage since September 1997 without the first loan default or claim, I think it goes without saying it will be difficult to burn through the DUS Lender 5% first loss. Each DUS Lender's portfolio has a mix of substantial loan seasoning and amortization.

Marialice and I hope to be able to share actual DUS Lender performance and portfolio information shortly based on your interest in a potential transaction.

I will be out of town until Monday, May 21st. However, should you have any questions prior to then Danny or Marialice should be able to answer. Thanks for your interest in participating in this coverage.

OPPORTUNITY TO PROVIDE INSURANCE COVERAGE 1 BJ1.doc	**Name:** OPPORTUNITY TO PROVIDE INSURANCE COVERAGE 1 BJ1.doc **Type:** Winword File (application/msword **Encoding:** base64

10489 5/21/01 12:06 PM

EXHIBIT
1
3-28-07 DLT

5/15/01-NOTE: The information below is proprietary and confidential. Unless your company has signed a confidentiality agreement with Risk Mitigation Strategists, LLC, you should not be in receipt of this information. This information contains confidential information about concepts developed by RMS and information about our clients with whom we share mutual confidentiality agreements.

OPPORTUNITY TO PROVIDE INSURANCE COVERAGE FOR THE MEZZANINE TRANCHE OF RISK ASSOCIATED WITH FANNIE MAE'S DELEGATED UNDERWRITING AND SERVICING PROGRAM

Background

One of the multifamily programs at Fannie Mae is called the Delegated Underwriting and Servicing or "DUS" as it is commonly known. The DUS program is a 'risk-sharing' program that requires Fannie Mae and DUS lenders to share responsibility for covering any losses that result from the liquidation of any defaulted DUS loans.

Fannie Mae has a lengthy and complex process for selecting the participants in this program. Fannie Mae continues to limit participation in this program because of the oversight that is necessary to run this program effectively. Currently, there are 26 companies originating multifamily loans for Fannie Mae under the DUS program. Multifamily mortgage loans are made on properties with 5 or more units. Any property with 4 or less units is still considered to be "single family" property.

Once accepted into the DUS program, DUS lenders originate and underwrite multifamily loans according to the Fannie Mae DUS Guide. And, Fannie Mae agrees to purchase or securitize all loans originated to these DUS standards. The DUS Guide is considered the underwriting "bible" in the multifamily industry. And, it is fair to say that most major companies that originate multifamily mortgage loans utilize some pared down version of this Guide.

As a result of strict adherence to the DUS Guide and oversight and monitoring by Fannie Mae of the DUS lenders' program activities, the historical default and loss statistics for the DUS program are lower overall than the statistics for single family mortgage programs.

How the program works

Under this risk-sharing program, Fannie Mae requires that the DUS lenders assume responsibility for covering the first 5% of loss that results from liquidation of a defaulted property. Fannie Mae and the DUS lender are then responsible for covering the next 15% of loss on a *pari passu* basis. And, finally, the residual loss coverage or any loss above the 20% portion is fully Fannie Mae's responsibility.

Looking at the formula described above, it is easy to see why many financial institutions cannot participate in the DUS program. Risk-based capital and accounting requirements for the regulated financial institutions preclude many financial institutions from participating in the DUS program.

FNMA.MBW.008016
CONFIDENTIAL

product as credit enhancement for its Multifamily Aggregation Facility since September 1998. Most of the providers of loans for the Aggregation Facility are DUS lenders. As a result of Fannie Mae's strict and sound underwriting standards as well as their monitoring and auditing procedures, there have been **no losses or pending claims under this program.**

FNMA.MBW.008018
CONFIDENTIAL