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**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION**

In re:

Taylor, Bean & Whitaker Mortgage Corp.,

Debtor.

Chapter 11

Case No. 3:09-bk-07047-JAF

**DEUTSCHE BANK, AG'S MOTION FOR AN ORDER AUTHORIZING  
2004 EXAMINATIONS OF TAYLOR, BEAN & WHITAKER MORTGAGE  
CORPORATION AND CERTAIN THIRD PARTIES PURSUANT TO  
BANKRUPTCY RULE 2004 AND SECTION 105(A) OF THE BANKRUPTCY CODE**

This case is before the Court for consideration of the motion of Deutsche Bank, AG (“**Deutsche Bank**”)<sup>1</sup> for an order authorizing 2004 examination of Taylor, Bean & Whitaker Mortgage Corporation (“**Taylor Bean**” or the “**Debtor**”) and certain third parties pursuant to section 105(a) of title 11 of the United States Code (the “**Bankruptcy Code**”) and Rule 2004 of the Federal Rules of Bankruptcy Procedure (“**Rule 2004**”). Deutsche Bank, by its counsel Bingham McCutchen LLP and Gunster, Yoakley & Stewart, P.A. respectfully requests the Court enter an order directing (a) Taylor Bean (i) to produce the documents identified herein by September 30, 2009, (ii) to answer interrogatories identified herein by September 30, 2009, and (iii) to produce certain witnesses for examination at a mutually convenient date, time, and place – such examinations to be completed by November 6, 2009, and authorizing Deutsche Bank to serve upon (b) certain third parties, subpoenas to compel the production of (i) the documents identified herein by September 30, 2009, and (ii) certain witnesses for examination at a mutually convenient date, time, and place – such examinations to be completed by November 6, 2009. In support of its motion, Deutsche Bank respectfully states the following:

### **PRELIMINARY STATEMENT**

Deutsche Bank is the largest unsecured creditor of this estate, with a claim listed on the Schedule of 20 Largest Unsecured Creditors as forty-two million dollars. When the dust settles, it may well be that Deutsche Bank’s total loss will be significantly larger than the scheduled amount. The swap agreement was but a part -- an integral part -- of a significant lending facility in which Deutsche Bank participated. Deutsche Bank’s investment was secured by mortgage

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<sup>1</sup> Although the claim is listed on the Amended Schedule of 20 Largest Unsecured Creditors as being held by Deutsche Bank Securities, Inc., the counterparty to the Back Swap Agreement, and the holder of the claim, is Deutsche Bank, AG.

loans, cash and other assets, which now, according to the Debtor may have gone missing, and which according to allegations by federal agencies may have been double pledged. Deutsche Bank is entitled to know the location and status of the security for its investment, and it needs to know quickly, because of the potential movement of assets, documents and witnesses.

Various motions for relief from the automatic stay have been filed in the past weeks in this case. The motions seek numerous and sometimes conflicting forms of relief. Yet, a common motivation behind virtually all of these motions is a concern about the appalling lack of information regarding the business affairs and books and records of the Debtor. And as this Court is aware, there exists significant concerns about fraudulent and criminal activity, which among other things prompted a raid on the Debtor by the Federal Bureau of Investigation (the “**FBI**”). If ever a situation called for an expedited inquiry, it is this case.

### **JURISDICTION AND VENUE**

1. The Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding within the meaning of 28 U.S.C. § 157.

### **BACKGROUND**

#### *A. Events Leading up to the Bankruptcy Proceedings*

2. Pursuant to certain regulations of the United States Department of Housing and Urban Development (“**HUD**”), as well as agreements with the Government National Mortgage Association (“**Ginnie Mae**”), Federal Home Loan Mortgage Corporation (“**Freddie Mac**”) and various lenders, Taylor Bean was required to deliver year-end audited financial statements to these agencies and lenders. Deloitte LLP (“**Deloitte**”) served as Taylor Bean’s auditor. According to a pleading filed with this Court by the Federal Deposit Insurance Corporation (the “**FDIC**”), Deloitte “uncovered evidence of possible fraud and expressed concerns to the Debtor

regarding the Debtor's failure to provide information and documentation ....” See Objection of FDIC to Debtor's Emergency Motion for Turnover at ¶ 9; Doc. No. 179. On information and belief, Deloitte thereafter ceased its audit.

3. On August 3, 2009, federal investigators, including agents of the FBI, raided Taylor Bean headquarters in Ocala, Florida.

4. On August 4, 2009, HUD suspended Taylor Bean's HUD/FHA origination and underwriting approval. In a press release announcing this suspension, HUD stated that this action was taken as a result of, among other things, its discovery that Taylor Bean's auditor ceased its financial examination after discovering certain irregular transactions that raised concerns of fraud, and that Taylor Bean failed to disclose, and falsely concealed, that it was the subject of two examinations into its business practices in the past year.

5. In addition, on or about August 4, 2009, Ginnie Mae terminated Taylor Bean's authority to act as a Ginnie Mae issuer and to service its \$26 billion mortgage portfolio, and Freddie Mac terminated Taylor Bean's eligibility to sell loans and service its \$51.2 billion portfolio.

6. On August 5, 2009, Taylor Bean laid off approximately 2,000 employees, or approximately 80% of its workforce, and significantly reduced its business operations.

7. Taylor Bean maintained at Colonial Bank (“**Colonial**”) operating accounts and numerous other custodial accounts necessary to its mortgage origination and servicing operation, and to the appropriate disbursement to/for investors and individual borrowers of mortgage payments. On or about August 6, 2009, Colonial unilaterally denied Taylor Bean (as well as some or all of its mortgage investors) access to Taylor Bean's bank accounts and the monies maintained therein. On August 11, 2009, the FDIC issued a Temporary Order to Cease and

Desist requiring Colonial to obtain “prior written approval from the Regional Director of the Atlanta Regional Office of the FDIC . . . before engaging in any transaction with [Taylor Bean] or its affiliates or related entities.” Three days later, Colonial was closed and the FDIC was appointed receiver.

*B. The Bankruptcy Proceedings*

8. On August 24, 2009 (the “**Petition Date**”), Taylor Bean filed in the United States Bankruptcy Court for the Middle District of Florida a voluntary petition for relief under chapter 11 the Bankruptcy Code.

9. Taylor Bean continues to operate its business as a debtor in possession under sections 1107(a) and 1108 of the Bankruptcy Code.

10. No trustee or examiner has been appointed in this case.

11. Various parties have filed motions in these proceedings for relief from the automatic stay requesting that the Court order the Debtor to transfer records and provide access to mortgage loans so that the movant or a related party may act as the servicer on such mortgages.

12. On August 31, 2009, the Debtor filed an Emergency Motion for Turnover, Approval of Procedures for the Maintenance and Use of Borrower Payments, and Immediate Resolution of Related Issues (the “**Turnover Motion**”) which requested, among other things, that the Court order the FDIC to provide the Debtor with information regarding its accounts. In the Turnover Motion, the Debtor noted that the FDIC had begun disbursing funds to certain of Taylor Bean’s mortgage investors. “Upon information and belief, the FDIC has released over \$340 million to Ginnie Mae and Freddie Mac.” See Turnover Motion at ¶ 55; Doc. No. 83.

13. On September 3, 2009, the Debtor filed a motion requesting leave to delay filing its schedule of assets and liabilities until September 24, 2009.

14. At the September 11, 2009 hearing, the Debtor and the FDIC requested that this Court approve a stipulation memorializing a resolution between the two parties on the Turnover Motion and a lift stay motion filed the FDIC. Deutsche Bank understand that the proposed stipulation would not foreclose the movement of funds.

### **DEUTSCHE BANK'S CLAIMS**

15. Pursuant to a Mortgage Loan Purchase and Servicing Agreement dated June 30, 2008 (the “**MLPSA**”) by and between Ocala Funding, LLC (“**Ocala**”),<sup>2</sup> as purchaser, and Taylor Bean, as seller and servicer, Ocala agreed to purchase mortgage loans originated by Taylor Bean (the “**Taylor Bean Mortgage Loans**”) and Taylor Bean agreed to continue to service those mortgage loans. The Taylor Bean Mortgage Loans, and the proceeds from the sale thereof, served as collateral for two series of senior secured notes issued by Ocala. These notes serve to finance the purchase by Ocala of the Taylor Bean loans. Deutsche Bank is a substantial holder of such notes.

16. As part of the overall Ocala facility described above, Taylor Bean and Deutsche Bank entered into a “back swap” agreement (the “**Back Swap Agreement**”), pursuant to which Taylor Bean was obligated to make a payment to Deutsche Bank in the event any of the Taylor Bean Mortgage Loans were sold for less than the purchase price thereof. The amount of such margin call was calculated based on the outstanding purchase price of all Taylor Bean Mortgage Loans relating (or allocated) to the Senior Secured Notes held by Deutsche Bank, less the market

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<sup>2</sup> Ocala is a special purpose, bankruptcy remote, wholly-owned subsidiary of Taylor Bean, which was created for the purpose of purchasing mortgage loans from Taylor Bean.

value of those mortgage loans, as determined by a valuation agent. (As set forth in the Back Swap Agreement, the margin call could not exceed 10% of the outstanding purchase price of the Taylor Bean Mortgage Loans). On August 11, 2009, based on the market value of loans relating (or allocated) to the Senior Secured Notes held by Deutsche Bank, Deutsche Bank made a margin call to Taylor Bean in the amount of \$42,100,061.48.

17. The Taylor Bean Mortgage Loans were held by Bank of America as successor to LaSalle Bank National Association (“**LaSalle Bank**”), which served as indenture trustee, paying agent, and depositary under a Base Indenture, Series Supplement, and Series Depositary Agreement, between and among Ocala and Bank of America, and as collateral agent under a Second Amended and Restated Security Agreement between Ocala and LaSalle, in its capacities as Indenture Trustee and Collateral Agent, dated June 30, 2008 (the “**Security Agreement**”). Pursuant to the Security Agreement, Ocala pledged the Taylor Bean Mortgage Loans to Bank of America, as collateral agent, for the benefit of the Secured Parties under the Security Agreement – defined to include Deutsche Bank, both as a noteholder and as swap counterparty. Under the Security Agreement, Taylor Bean gave instructions to Bank of America with respect to the Taylor Bean Mortgage Loans including instructions regarding, *inter alia*, the allocation of collections from individual borrowers and the use of sales proceeds (from the sale to third-parties of Taylor Bean Mortgage Loans) to purchase additional Taylor Bean Mortgage Loans and/or to release to Ocala. Taylor Bean was specifically empowered and authorized to give instructions and send notices on behalf of its wholly-owned subsidiary, Ocala.

18. In connection with the MLPSA, Taylor Bean delivered to Deutsche Bank several periodic reports. It has now come to Deutsche Bank’s attention that upon information and belief some of these reports may have been false or misleading.

19. In its capacity as a senior noteholder, as well as swap counterparty to Taylor Bean, Deutsche Bank believes that its loss will likely exceed its current listed claim. Although the amount of that loss is currently undetermined, its magnitude may well be affected by the speed with which Deutsche Bank and/or LaSalle Bank, as collateral agent, can locate and identify appropriate books and records relating to the Taylor Bean mortgages and the proceeds thereof.

### **RELIEF REQUESTED**

20. Deutsche Bank requests, pursuant to 11 U.S.C. § 105(a) and Rule 2004, an order directing (a) Taylor Bean to (i) produce the documents identified herein on the annexed Schedule A by September 30, 2009; (ii) answer interrogatories identified herein on the annexed Schedule A by September 30, 2009; and (iii) produce certain individuals for deposition identified on the annexed Schedule A,<sup>3</sup> such depositions to be completed by November 6, 2009; and (b) authorizing Deutsche Bank, by its counsel to issue subpoenas directing (i) the production of the documents identified herein on the annexed Schedule B by September 30, 2009; and (ii) certain individuals for deposition identified on the annexed Schedule B compelling appearance for examination, such depositions to be completed by November 6, 2009.

21. Deutsche Bank reserves the right to serve supplemental and additional requests concerning these matters.

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<sup>3</sup> Deutsche Bank requests it be permitted to subpoena any requested individuals identified on the annexed Schedule A that Taylor Bean is unable to produce.



## ARGUMENT

22. Pursuant to section 105(a) of the Bankruptcy Code, courts may “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a).

23. Rule 2004(a) provides that “[o]n motion of any party in interest, the Court may order the examination of any entity.” Fed. R. Bankr. P. 2004(a).

24. Rule 2004 is a familiar tool of reorganization cases that provides parties in interest a vehicle for obtaining information relating to “acts, conduct, or property or to the liabilities or financial condition of the debtor, or to any matter which may affect the administration of the debtor’s estate....” Fed. R. Bankr. P. 2004(b). This can be done through document production and testimony. Fed. R. Bankr. P. 2004(c).

25. The purpose of a Rule 2004 examination is to “show the condition of the estate and to enable the Court to discover its extent and whereabouts, and to come into possession of it, that the rights of the creditor may be preserved.” *In re Coffee Cupboard, Inc.*, 128 B.R. 509, 514 (Bankr. E.D.N.Y. 1991) (quoting *Cameron v. United States*, 231 U.S. 710, 717 (1914)); *see also In re Fearn*, 96 B.R. 135, 138 (Bankr. S.D. Ohio 1989) (holding that Rule 2004’s purpose is to ascertain “the extent and location of the estate’s assets”); *In re Dinubilo*, 177 B.R. 932, 940 (E.D. Cal. 1993) (same). The scope of an inquiry permitted under Rule 2004 is broad in order to reveal “the nature and extent of the estate; [ascertain] assets; and [discover] whether any wrongdoing has occurred.” *In re Corso*, 328 B.R. 375, 383 (E.D.N.Y. 2005); *see also In re Pan Am. Hospital Corp.*, Nos. 04-11819-BKC-AJC, 04-11820-BKC-AJC, 2005 WL 2445907, at \*2 (Bankr. S.D. Fla. Feb. 25, 2005) (“courts have acknowledged the rule’s broad scope”); *In re Drexel Burnham Lambert Group, Inc.*, 123 B.R. 702, 708 (Bankr. S.D.N.Y. 1991) (“Starting with the 1978 Code

there has been an expansive reading of the rule. . . . It can be legitimately compared to a fishing expedition.”) (citing *In re Vantage Petroleum Corp.*, 34 B.R. 650, 651 (Bankr. E.D.N.Y. 1983).

26. By Taylor Bean’s own admission, issues have been raised regarding Taylor Bean’s historical management of, and accounting for, mortgage loans sold to investors, and more than one investor may claim to own the same mortgage loans, perhaps due to double pledging of assets. Deutsche Bank as Taylor Bean’s largest creditor has compelling reasons to need to know what transpired at Taylor Bean leading up to the petition date, including but not limited to, the double pledging of assets and the possible falsification of reports sent to Deutsche Bank.

27. Expedited discovery is essential in order to allow Deutsche Bank to identify the loans in which it may have an interest and/or the cash proceeds of such loans. Deutsche Bank believes that a determination of what it is owed as well as the ability to recover with respect to same may be far more difficult with the passage of time.

28. Specifically, at this time it is believed that a substantial number of loans and amount of funds in which Deutsche Bank has an interest may have been improperly transferred. The Debtor is unable to tell Deutsche Bank where that collateral is. Additionally, there is significant uncertainty about further movement of those funds and assets. Absent immediate discovery, Deutsche Bank cannot know whether any transferred funds include those in which Deutsche Bank has or may have an interest.<sup>4</sup>

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<sup>4</sup> On August 12, 2009, Bank of America, as indenture trustee in connection with the Ocala facility, brought an action against Colonial in the Southern District of Florida seeking return of cash and mortgages that Colonial had failed to return upon termination of the parties’ custodial relationship by Bank of America. Bank of America requested a temporary restraining order to prevent Colonial from liquidating, transferring or encumbering the assets at issue. Judge Adalberto Jordan of the Southern District granted the TRO on August 13, 2009. On August 14, 2009, Colonial went into receivership and the FDIC was substituted as a party to the case. The FDIC moved to dissolve the restraining order and Bank of America objected – seeking a preliminary injunction. The matter was fully briefed and oral arguments were held. On September 4, 2009, Judge Jordan granted Bank of America’s motion and ordered

29. The situation of the Debtor is volatile and fluid. There is a cloud of suspicion of fraud and criminal activity hanging over the Debtor, which has already prompted action by multiple government agencies, including the FBI, and even the Debtor's own auditor. Deutsche Bank has genuine concerns regarding the preservation of documents and its ability to track down and examine key witnesses, many of whom have already left, or may be leaving, the employ of the Debtor.

30. Deutsche Bank understands that Taylor Bean, assisted by its Chief Restructuring Officer, Neil F. Luria of Navigant Capital Advisors, LLC, seeks to undertake a "reconciliation" of the books and records of the Debtor. But this proposed course of action is inadequate. By the time that reconciliation is complete, the funds and assets pledged in favor of Deutsche Bank may be further transferred and documents and witnesses may become unavailable. As evidenced by the stipulation entered into between Taylor Bean and the FDIC, and the pleadings filed by the Debtor in this proceeding, it is clear that tracing Ocala proceeds is not a priority item for the Debtor. The stipulation does provide for the sharing of certain information between Taylor Bean and the FDIC, however it is not clear that those records will be shared with all parties, rather the stipulation purports to require only sharing an overview of reconciliation findings in the form of a report.

31. The information sought herein is within the scope of Rule 2004 discovery and, as reflected in the attached **Schedule A** and **B**, is requested for the purpose of obtaining information regarding the acts, conduct, property, liabilities, and the financial condition of the Debtor.

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that the preliminary injunction remain in effect. At this time, Bank of America has been unable to determine the exact location and status of the security for the Ocala facility.

32. Deutsche Bank – Taylor Bean’s largest unsecured creditor – respectfully submits that the requested discovery is necessary and should be granted immediately so that it may expeditiously determine the whereabouts of significant assets that have been pledged in favor of Deutsche Bank.

**NO PREVIOUS MOTION OR APPLICATION**

33. No previous motion or application for the relief sought herein has been made to this or any other Court.

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## **CONCLUSION**

For the foregoing reasons, Deutsche Bank respectfully requests that the Court (i) grant the 2004 Motion in its entirety; and (ii) grant such other, further relief as the Court deems just and proper.

Dated: New York, New York  
September 16, 2009

Respectfully submitted,

By: /s/Robert M. Dombroff

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## **SCHEDULE A: TAYLOR BEAN RULE 2004 DISCOVERY**

**Requested Depositions:** Deutsche Bank requests a court order pursuant to Rule 2004 directing Taylor Bean to produce the following individuals for depositions:

- 1) A Federal Rule of Civil Procedure 30(b)(6) (“**F.R.C.P. 30(b)(6)**”) witness from Taylor Bean concerning the following topics:
  - a) Transfers to and/or from the following bank accounts in 2008 and/or 2009:
    - i) Freddie Mac Principal & Interest Custodial Account, Account ## 8027625410, 8037151506;
    - ii) Colonial Master Account, Account # 8026069362;
    - iii) Clearing Account, Account # 8037152645;
    - iv) Colonial Operating, Account # 8030377314;
    - v) ITF Henley Holdings Account, Account # 8037244822;
    - vi) Assignment of Trade Account;
    - vii) Colonial Investor Funding, Account # 8026069354;
    - viii) Account # 722347.2;
    - ix) Account # 722493.15;
    - x) Collateral Account maintained pursuant to the Security Agreement;
    - xi) Ocala Collections Account, Account # 722493.4; and
    - xii) All other Taylor Bean accounts maintained at Colonial.
  - b) Instructions and/or directions given to LaSalle by any entity concerning distributions from any and all accounts maintained at LaSalle for the benefit of Deutsche Bank, Ocala, and/or any other entities;
  - c) Reports concerning monthly loan servicing during the period April 2008 through the present;
  - d) Reports concerning loan level remittance reports and any related payments or advances

paid;

- e) Mortgage loans sold, transferred or otherwise disposed of by Taylor Bean to Platinum Bank, Colonial Bank, Bank of America, Wells Fargo, Freddie Mac and/or any other entity;
  - f) The “Gatekeeper” and “Pipeline” reports and/or any drafts thereof;
  - g) Bailment Letters (also known as Transmittal Letters) transmitted between LaSalle and Colonial from June 30, 2008 through the day prior to the Petition Date;
  - h) Copies of all Transfer Supplements created pursuant to the MLPSA;
  - i) Records regarding the calculation of payments for the swaps;
  - j) Any collateral release forms, including Freddie Mac Form 996; and
  - k) Servicing advances paid by Taylor Bean in the years 2008 and/or 2009 and reimbursements to Taylor Bean in connection with same.
- 4) Neil F. Luria, Chief Restructuring Officer of Taylor Bean;
  - 5) Sue Kline, Michelle Lightfoot, Cary Hunt, Heidi Burnett, and Donna Shurovic, all of whom were and/or are employees of Taylor Bean;
  - 6) Jeremy Collett and Aaron Pitone both of whom were and/or are employees of Taylor Bean;
  - 7) Sean Ragland who was and/or is an employee of Taylor Bean;
  - 8) Hemat R. Ramsagar who was and/or is an employee of Taylor Bean;
  - 9) Rishi Thakur who was and/or is an employee of Taylor Bean; and
  - 10) Delton DeArmis who was and/or an employee of Taylor Bean.

\* In the event that Taylor Bean is unable to produce any of the individuals set forth in items 5-8 and above, Deutsche Bank requests authorization to issue subpoenas for their examination by deposition.

**Requested Documents:** Deutsche Bank requests a court order pursuant to Rule 2004 directing Taylor Bean to produce the following documents in its possession:

- 1) All documents concerning authorization of transfers to and/or from the following bank

accounts:

- a) Transfers to and/or from the following bank accounts in 2008 and/or 2009:
  - i) Freddie Mac Principal & Interest Custodial Account, Account ## 8027625410, 8037151506;
  - ii) Colonial Master Account, Account # 8026069362;
  - iii) Clearing Account, Account # 8037152645;
  - iv) Colonial Operating, Account # 8030377314;
  - v) ITF Henley Holdings Account, Account # 8037244822;
  - vi) Assignment of Trade Account;
  - vii) Colonial Investor Funding, Account # 8026069354;
  - viii) Account # 722347.2;
  - ix) Account # 722493.15;
  - x) Collateral Account maintained pursuant to the Security Agreement;
  - xi) Ocala Collections Account, Account # 722493.4; and
  - xii) All other Taylor Bean accounts maintained at Colonial.
- b) Instructions and/or directions given to LaSalle by any entity concerning distributions from any and all accounts maintained by LaSalle for the benefit of Deutsche Bank, Ocala, and/or any other entities;
- c) Reports concerning monthly loan servicing during the period April 2008 through the present;
- d) Reports concerning loan level remittance reports and any related payments or advances paid;
- e) Mortgage loans sold, transferred or otherwise disposed of by Taylor Bean to Platinum Bank, Colonial Bank, Bank of America, Wells Fargo, Freddie Mac and/or any other entity;



- f) The “Gatekeeper” and “Pipeline” reports and/or any drafts thereof;
- g) Bailment Letters (also known as Transmittal Letters) transmitted between LaSalle and Colonial from June 30, 2008 through the day prior to the Petition Date;
- h) Copies of all Transfer Supplements created pursuant to MLPSA;
- i) Records regarding the calculation of payments for the swaps;
- j) Any collateral release forms, including Freddie Mac Form 996; and
- k) Servicing advances paid by Taylor Bean in the years 2008 and/or 2009 and reimbursements to Taylor Bean in connection with same.

**Requested Interrogatories:** Deutsche Bank requests a court order pursuant to Rule 2004 directing Taylor Bean to identify the names and last known addresses of individuals with knowledge of the following:

- 1) Transfers to and/or from the following bank accounts in 2008 and/or 2009:
  - i) Freddie Mac Principal & Interest Custodial Account, Account ## 8027625410, 8037151506;
  - ii) Colonial Master Account, Account # 8026069362;
  - iii) Clearing Account, Account # 8037152645;
  - iv) Colonial Operating, Account # 8030377314;
  - v) ITF Henley Holdings Account, Account # 8037244822;
  - vi) Assignment of Trade Account;
  - vii) Colonial Investor Funding, Account # 8026069354;
  - viii) Account # 722347.2;
  - ix) Account # 722493.15;
  - x) Collateral Account maintained pursuant to the Security Agreement;
  - xi) Ocala Collections Account, Account # 722493.4; and
  - xii) All other Taylor Bean accounts maintained at Colonial.
- b) Instructions and/or directions given to LaSalle by any entity concerning distributions

from any and all accounts maintained by LaSalle for the benefit of Deutsche Bank, Ocala, and/or any other entities;

- c) Reports concerning monthly loan servicing during the period April 2008 through the present;
- d) Reports concerning loan level remittance reports and any related payments or advances paid;
- e) Mortgage loans sold, transferred or otherwise disposed of by Taylor Bean to Platinum Bank, Colonial Bank, Bank of America, Wells Fargo, Freddie Mac and/or any other entity;
- f) The “Gatekeeper” and “Pipeline” reports and/or any drafts thereof;
- g) Bailment Letters (also known as Transmittal Letters) transmitted between LaSalle and Colonial from June 30, 2008 through the day prior to the Petition Date;
- h) Copies of all Transfer Supplements created pursuant to the MLPSA;
- i) Records regarding the calculation of payments for the swaps;
- j) Any collateral release forms, including Freddie Mac Form 996; and
- k) Servicing advances paid by Taylor Bean in the years 2008 and/or 2009 and reimbursements to Taylor Bean in connection with same.

## **SCHEDULE B: THIRD PARTY RULE 2004 DISCOVERY**

**Requested Depositions:** Deutsche Bank requests a court order pursuant to Rule 2004 authorizing Deutsche Bank to serve subpoenas for depositions on the following non-debtor corporations:

- 1) Paul Allen, former CEO of Taylor Bean;
- 2) Lee Farkas, former Chairman of Taylor Bean;
- 3) Desiree Brown, former Treasurer of Taylor Bean;
- 4) Stuart Scott, former Chief Operating Officer of Taylor Bean;
- 5) Ray Bowman, former President of Taylor Bean;
- 6) Brian Callahan, former Controller of Taylor Bean;
- 7) Chip Caldwell, former Freddie Mac employee who served as Taylor Bean representative;
- 8) A F.R.C.P. 30(b)(6) witness from Deloitte concerning its audit work performed for Taylor Bean in the years 2008 and 2009, including, but not limited to the March 31, 2009 audit;
- 9) A F.R.C.P. 30(b)(6) witness from the FDIC as receiver of Platinum Bank concerning the following topics:
  - a) Mortgage loans Platinum Bank purchased from Taylor Bean in the years 2008 and/or 2009; and
  - b) Accounts maintained by Taylor Bean at Platinum Bank.
- 10) A F.R.C.P. 30(b)(6) witness from Freddie Mac concerning the following topics:
  - a) Mortgage loans purchased by Freddie Mac from Taylor Bean or Ocala in the years 2008 and/or 2009;
  - b) Servicing advances paid to Freddie Mac by Taylor Bean in the years 2008 and/or 2009 and reimbursements by Freddie Mac to Taylor Bean in connection with same; and
  - c) Due diligence performed in connection with the Master Agreement between and among Freddie Mac and Taylor Bean relating to purchases of mortgage loans by Freddie Mac; and
  - d) Freddie Mac Form 996 relating to Ocala loans.

- 11)** A F.R.C.P. 30(b)(6) witness from Navigant Consulting Inc. concerning forensic accounting, financial analysis and general consulting services performed at Taylor Bean in 2009;
- 12)** A F.R.C.P. 30(b)(6) witness from FDIC as receiver of Colonial Bank concerning the following topics:
- a) Mortgage loans purchased by Taylor Bean or Ocala;
  - b) Disciplinary action taken against any employees of Colonial Bank;
  - c) Transfers to and/or from the following bank accounts in 2008 and/or 2009:
    - i) Freddie Mac Principal & Interest Custodial Account, Account ## 8027625410, 8037151506;
    - ii) Colonial Master Account, Account # 8026069362;
    - iii) Clearing Account, Account # 8037152645;
    - iv) Colonial Operating, Account # 8030377314;
    - v) ITF Henley Holdings Account, Account # 8037244822;
    - vi) Assignment of Trade Account;
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    - x) Collateral Account maintained pursuant to the Security Agreement;
    - xi) Ocala Collections Account, Account # 722493.4; and
    - xii) All other Taylor Bean accounts maintained at Colonial.
  - d) Reports concerning loan level remittance reports and any related payments or advances paid;
  - e) Mortgage loans sold, transferred or otherwise disposed of by Taylor Bean to Colonial Bank and/or any other entity;
  - f) Bailment Letters (also known as Transmittal Letters) transmitted between LaSalle and Colonial from June 30, 2008 through the day prior to the Petition Date;

- g) Any collateral release forms, including Freddie Mac Form 996; and
- h) Servicing advances paid by Taylor Bean in the years 2008 and/or 2009 and reimbursements to Taylor Bean in connection with same.

**13)** Rachelle Stanley, employee of Colonial Bank;

**14)** Teresa Kelly, employee of Colonial Bank;

**15)** Cathie Kissick, former employee of Colonial.

**Requested Documents:** Deutsche Bank also requests a court order pursuant to Rule 2004 authorizing Deutsche Bank to serve subpoenas for document requests on the following non-debtor corporations:

- 1)** All documents in the possession of Deloitte concerning its audit work performed for Taylor Bean in the years 2008 and 2009, including, but not limited to the March 31, 2009 audit;
- 2)** All documents in the possession of the FDIC as receiver of Platinum Bank concerning:
  - a) Mortgage loans Platinum Bank purchased from Taylor Bean in the years 2008 and/or 2009; and
  - b) Accounts maintained by Taylor Bean at Platinum Bank.
- 3)** All documents in the possession of the FDIC as receiver of Colonial Bank concerning:
  - a) Funds and/or mortgage loans purchased by Taylor Bean or Ocala;
  - b) Disciplinary action taken against any employees of Colonial Bank;
  - c) Transfers to and/or from the following bank accounts in 2008 and/or 2009:
    - i) Freddie Mac Principal & Interest Custodial Account, Account ## 8027625410, 8037151506;
    - ii) Colonial Master Account, Account # 8026069362;
    - iii) Clearing Account, Account # 8037152645;
    - iv) Colonial Operating, Account # 8030377314;
    - v) ITF Henley Holdings Account, Account # 8037244822;
    - vi) Assignment of Trade Account;

- vii) Colonial Investor Funding, Account # 8026069354;
  - viii) Account # 722347.2;
  - ix) Account # 722493.15;
  - x) Collateral Account maintained pursuant to the Security Agreement;
  - xi) Ocala Collections Account, Account # 722493.4; and
  - xii) All other Taylor Bean accounts maintained at Colonial.
- d) Reports concerning loan level remittance reports and any related payments or advances paid;
  - e) Mortgage loans sold, transferred or otherwise disposed of by Taylor Bean to Platinum Bank, Colonial Bank, Bank of America, Wells Fargo, Freddie Mac and/or any other entity;
  - f) Bailment Letters (also known as Transmittal Letters) transmitted between LaSalle and Colonial from June 30, 2008 through the day prior to the Petition Date;
  - g) Any collateral release forms, including Freddie Mac Form 996; and
  - h) Servicing advances paid by Taylor Bean in the years 2008 and/or 2009 and reimbursements to Taylor Bean in connection with same.
- 4) All documents in the possession of Freddie Mac concerning:
- a) Freddie Mac purchases of loans from Taylor Bean or Ocala;
  - b) Servicing advances paid by Freddie Mac to Taylor Bean in the years 2008 and/or 2009 and reimbursements by Freddie Mac to Taylor Bean in connection with same;
  - c) Due diligence performed in connection with the Master Agreement between and among Freddie Mac and Taylor Bean relating to purchases of mortgage loans by Taylor Bean; and
  - d) Freddie Mac Form 996 relating to Ocala loans.
- 5) All documents in the possession of Navigant Consulting Inc. concerning forensic accounting, financial analysis and general consulting services performed at Taylor Bean in 2009.