

on compliance by Servicer with the Servicing Standards relative to the ResCap Portfolio will be included in the reports I file under the Consent Judgment (Case: 1:13-cv-02025-RMC; Document 12) filed with the Court on February 26, 2014, in the matter captioned *Consumer Financial Protection Bureau, et.al., Plaintiffs, v. Ocwen Financial Corporation, and Ocwen Loan Servicing, LLC, Defendants* (Ocwen Judgment).⁴

I. Definitions

This Section defines words or terms that are used throughout this Report. Words and terms used and defined elsewhere in this Report will have the meanings given them in the Sections of this Report where defined. Any capitalized terms used and not defined in this Report will have the meanings given them in the Judgment or the Exhibits attached thereto, as applicable. For convenience, the Judgment, without the signature pages of the Parties, and Exhibits A, E and E-1 are attached to this Report as an appendix (Appendix – Judgment/Exhibits).

⁴ The Ocwen Judgment is independent of the Judgment and the other four consent judgments that initially comprised the Settlement. However, like the consent judgments that initially comprised the Settlement, the Ocwen Judgment settled claims of alleged improper mortgage servicing practices by Ocwen Financial Corporation and Ocwen Loan Servicing, LLC (collectively, the Ocwen Parties). The claims were brought by the Consumer Financial Protection Bureau, 49 States and the District of Columbia against the Ocwen Parties. As part of the Ocwen Judgment, the Ocwen Parties agreed, among other things, to change their mortgage servicing practices by complying with the Servicing Standards with respect to all loans serviced by the Ocwen Parties, in addition to those loans previously agreed to and already subject to testing under the Settlement (i.e., the ResCap Portfolio). The first report that I will file with the Court relative to the Ocwen Parties' compliance with the Servicing Standards with respect to all loans serviced by the Ocwen Parties under the Ocwen Judgment will cover the calendar quarters ended September 30, 2014 and December 31, 2014. Since that report and all subsequent reports I file in connection with the Ocwen Judgment will include the Ocwen Parties' compliance with the Servicing Standards relative to its entire portfolio, including the ResCap Portfolio, except as necessary or appropriate to report on Servicer's cure and remediation of Potential Violations discussed in Section VI of this Final Compliance Report, I will not file reports under the Judgment for the third and fourth calendar quarters of 2014, or subsequent calendar quarters. Rather, I will file a summary notice directing attention to the reports I file under the Ocwen Judgment.

In this Report:

i) *Compliance Report* means a Monitor Report I file with the Court regarding compliance by Servicer with the Servicing Standards, and this Compliance Report, which is the *Sixth Compliance Report*,⁵ pertains only to Servicer's compliance with the Servicing Standards relative to the ResCap Portfolio for Test Periods 7 and 8;

ii) *Compliance Review* means a compliance review conducted by the IRG as required by Paragraph C.7 of Exhibit E, and *Compliance Reviews* is a reference to compliance reviews conducted by the IRG or compliance reviews conducted by the IRG and the Internal Review Groups of the other Servicers, as the context indicates;

iii) *Corrective Action Plan* or *CAP* means a plan prepared and implemented pursuant to Paragraph E.3 of Exhibit E as the result of a Potential Violation;

iv) *Court* means the United States District Court for the District of Columbia;

v) *Cure Period* means the quarterly period, or part thereof as described in Paragraph E.3 of Exhibit E, following satisfactory completion of a CAP;

vi) *Enforcement Terms* means the terms and conditions of the Judgment in Exhibit E;

vii) *Exhibit or Exhibits* means any one or more of the exhibits to the Judgment, and unless its usage indicates otherwise, a reference to *Exhibit E-1* also includes the amendment to Exhibit E-1 effected by Monitor's Notice of Additional Metrics, which was filed with the Court on October 2, 2013 (Case 1:12-cv-00361-RMC; Document 83);

⁵ There have been five previous Compliance Reports (collectively, Prior Compliance Reports). The First Compliance Report covered Test Periods 1 and 2; the Second Compliance Report covered Test Periods 3 and 4; the Third Compliance Report covered Test Periods 5 and 6; and the Fourth Compliance Report (i.e., First Interim Compliance Report) and the Fifth Compliance Report (i.e., Second Interim Compliance Report) were the two interim Compliance Reports I filed for Test Periods 7 and 8. ResCap and GMAC were the Servicer during the periods covered by the First Compliance Report. During the period covered by the Second Compliance Report, ResCap and GMAC were the Servicer for the first part of the period and Ocwen Loan Servicing, LLC, as successor by assignment from ResCap and GMAC, was the Servicer for the remainder of the period as to the ResCap Portfolio. During the periods covered by the Third Compliance Report and subsequent Compliance Reports, Ocwen Loan Servicing, LLC was the Servicer as to the ResCap Portfolio.

viii) *Global CAP* means the Global Letter-dating Corrective Action Plan referred to in Section VII of this Final Compliance Report;

ix) *Internal Review Group* or *IRG* means an internal quality control group established by Servicer that is required to be independent from Servicer's mortgage servicing operations, as set out in Paragraph C.7 of Exhibit E, and *Internal Review Groups* or *IRGs* is a collective reference to all Servicers' internal quality control groups;

x) *IRG Investigation*, on which I reported in the First Interim Compliance Report, means an investigation of the IRG and its work that I undertook as a consequence of two separate incidents that were reported to me and called into question the independence, competency and capacity of the IRG and the integrity of the testing processes conducted by the IRG;

xi) *Judgment* means the Consent Judgment (Case 1:12-cv-00361-RMC; Document 13) filed in the above-captioned matter on April 4, 2012;

xii) *McGladrey* means and is a reference to McGladrey LLP;

xiii) *Metric* means any one of the metrics, and *Metrics* means any two or more of the metrics, referenced in Paragraph C.11 of Exhibit E, and specifically described in Exhibit E-1;

xiv) *Monitor* means and is a reference to the person appointed under the Judgment to oversee, among other obligations, Servicer's compliance with the Servicing Standards, and the Monitor is Joseph A. Smith, Jr., who will be referred to in this Report in the first person;

xv) *Monitor Report* or *Report* means this Report, and *Monitor Reports* or *Reports* is a reference to any prior or additional reports required under Paragraph D.3 of Exhibit E or required under the other judgments that comprise the Settlement, as the context indicates;

xvi) *Monitoring Committee* means the Monitoring Committee referred to in Paragraph B of Exhibit E;

xvii) *Potential Violation* has the meaning given to such term in Paragraph E.1 of Exhibit E and a Potential Violation occurs when Servicer exceeds, or otherwise fails, a Threshold Error Rate set for a Metric;

xviii) *Professionals* means the Primary Professional Firm or *PPF*, which is BDO Consulting, a division of BDO USA, LLP, the Secondary Professional Firm or *SPF*, which is Baker Tilly Virchow Krause, LLP, and any other accountants, consultants, attorneys and other professional persons, together with their respective firms, I engage from time to time to represent or assist me in carrying out my duties under the Judgment;

xix) *Quarterly Report* means Servicer's report to me that includes, among other information, the results of the IRG's Compliance Reviews for the quarter covered by the report, as required by Paragraph D.1 of Exhibit E;

xx) *Servicer* means Ocwen Loan Servicing, LLC, as successor by assignment from ResCap and GMAC, unless modified by an adjective such as "another" or "other," and *Servicers* is a collective reference to those Parties designated as a "Servicer" in the consent judgments that make up the Settlement;⁶

xxi) *Servicing Standards* means the mortgage servicing standards contained in Exhibit A;

xxii) *Settlement* means the Judgment and four other consent judgments filed with the Court in Case 1:12-cv-00361-RMC that settled mortgage loan servicing claims of the type described in the Judgment;

⁶ The Servicers are: (i) J.P. Morgan Chase Bank, N.A.; (ii) Ocwen Loan Servicing, LLC, as successor by assignment from ResCap and GMAC; (iii) Green Tree Servicing LLC, as successor by assignment from ResCap and GMAC; (iv) Bank of America, N.A.; (v) CitiMortgage, Inc.; and (vi) Wells Fargo & Company and Wells Fargo Bank, N.A.

xxiii) *System of Record* or *SOR* means Servicer's business records pertaining primarily to its mortgage servicing operations and related business operations;

xxiv) *Test Period* means a calendar quarter where *Test Period 1* is the third calendar quarter of 2012, and references to subsequent test periods correspond to the subsequent calendar quarters such that *Test Period 7* and *Test Period 8*, which are the test periods covered by the First Interim Compliance Report, the Second Interim Compliance Report and this Final Compliance Report, are the calendar quarters that ended March 31, 2014, and June 30, 2014, respectively;

xxv) *Threshold Error Rate* means the percentage error rate established under Exhibit E-1 which, when exceeded, is a Potential Violation, and for Metrics that are tested on an overall yes/no basis, a fail on such a Metric, which is also a Potential Violation;

xxvi) *Work Papers* means the documentation of the test work and assessments of the IRG with regard to the Metrics, which documentation is required to be sufficient for the PPF and the SPF to substantiate and confirm the accuracy and validity of the work and conclusions of the IRG; and

xxvii) *Work Plan* means the work plan established by agreement between the ResCap Parties and me pursuant to Paragraphs C.11 through C.15 of Exhibit E and adopted by Servicer without any changes after it assumed servicing of the ResCap Portfolio.

II. Background

A. Overview

Under the Judgment, I am required to report periodically to the Court regarding Servicer's compliance with the Servicing Standards relative to the ResCap Portfolio.⁷ For the quarterly periods covered by Test Periods 7 and 8, for the reasons referenced in Section II.B, I was not able to file a final report on Servicer's compliance with the Servicing Standards at the end of those periods. Rather, I filed the First Interim Compliance Report, which was followed by the Second Interim Compliance Report. As explained in Section II.D, this Final Compliance Report supplements the First Interim Compliance Report and the Second Interim Compliance Report; and, except with respect to the cure and remediation of any Potential Violations discussed in Section VI below, this Report is a final report on Test Periods 7 and 8.

B. First Interim Compliance Report

In the First Interim Compliance Report, I reported on two separate incidents that called into question the independence, competency and capacity of the IRG and the integrity of the testing processes conducted by the IRG. As a consequence of those incidents, I undertook the IRG Investigation. The IRG Investigation resulted in my determination, at the conclusion of such investigation, that I could not rely on a portion of the IRG's work for Test Period 7 and a finding that, for Test Period 7, the IRG did not have the authority or privileges necessary to act independently and protect the integrity of its work.

⁷ As part of the Judgment, ResCap and GMAC agreed, among other things, to change their mortgage servicing practices by complying with the Servicing Standards. Subsequent to the Judgment and as a consequence of ResCap's and GMAC's bankruptcy filing in 2012, ResCap and GMAC sold the ResCap Portfolio to Servicer. As a part of that transaction, the servicing of the ResCap Portfolio was assumed by Servicer and Servicer agreed to service the ResCap Portfolio in accordance with the Servicing Standards.

C. Second Interim Compliance Report

The Second Interim Compliance Report primarily focused on the status of my inquiry into the independence, competency and capacity of the IRG and the reliability of a portion of the IRG's work for Test Period 7.

With respect to my inquiry regarding the IRG, by the time I filed the Second Interim Compliance Report, steps had been taken by Servicer that were intended to better ensure the independence, competency and capacity of the IRG, as required under Paragraphs C.7, C.8, and C.9 of Exhibit E. As a consequence, in the Second Interim Compliance Report, I determined that I had an increased level of confidence in the independence, capacity and competency of the IRG and reported that in this Final Compliance Report I should be able to provide a final assessment of the IRG.

Regarding the reliability of a portion of the IRG's work for Test Period 7, McGladrey was engaged by me to re-test a number of "at-risk" Metrics. The Metrics I ultimately identified to be at risk were Metrics 1, 2, 12, 19, 20, 23, 24, 28 and 29. In the Second Interim Compliance Report, based on McGladrey's work, I determined that the IRG's determination of Pass/Fail was substantially correct for all but one of the at-risk Metrics. The one Metric where the IRG's testing was not correct in Test Period 7 was Metric 19 and for that Potential Violation, Servicer agreed to develop a Corrective Action Plan.

D. Final Compliance Report

As noted above, with the exception of reporting on the cure and remediation of any Potential Violations discussed in Section VI below, this Report is a final report on Test Periods 7 and 8. As such, in this Final Compliance Report, I report on Servicer's compliance with the Servicing Standards for Test Periods 7 and 8. This reporting includes the results of the IRG's testing of Metrics and the SPF's validation of that testing for Test Periods 7 and 8. It also

includes the results of the re-performance by McGladrey of the IRG's testing on all of the at-risk Metrics for Test Period 7 and four of the at-risk Metrics for Test Period 8. The four at-risk Metrics re-tested for Test Period 8 are Metrics 1, 2, 20 and 23. In addition, as part of my reporting on Servicer's compliance with the Servicing Standards for Test Periods 7 and 8, I report on the completion of my review of the independence, competency and capacity of the IRG stemming from the IRG Investigation. Finally, in this Report, I provide an update on the status of Servicer's Global CAP for addressing its letter-dating issues on which I reported in the First Interim Compliance Report.

III. Servicer and Internal Review Group

A. IRG Testing

1. Testing. In Test Periods 7 and 8, the IRG conducted tests on all of the Metrics then in effect under the Enforcement Terms, with the exception of Metrics 15, 16, 17, 19 and 29 for Test Period 8. Metrics 15, 16 and 17 are policy and procedure (P&P) Metrics that are required to be tested only in one test period in a four-test-period cycle. Since Metrics 15, 16 and 17 were tested by the IRG in the first calendar quarter of 2013 (Test Period 3), they were required to be tested by the IRG in Test Period 7 only. Metric 19 was identified by McGladrey as a Potential Violation for Test Period 7 and, by agreement with Servicer, it was placed under a CAP for Test Period 8. Metric 29 was identified by the IRG as a Potential Violation in Test Period 7 and was under a CAP for Test Period 8. The results of the IRG's testing in Test Periods 7 and 8 are listed below in Section V, Tables 3 and 4, respectively.

2. Sampling. Consistent with the approach adopted by other Servicers' respective Internal Review Groups, the IRG uses a statistical sampling approach to evaluate Servicer's compliance with the Metrics subject to loan-level testing and documents its sampling procedures and protocols in its monthly loan testing population documents, which are part of the Work

Papers. Under the Work Plan, the size of the samples selected by the IRG from the appropriate loan testing populations must be statistically significant or a minimum sample size of 100.⁸ This statistical sampling approach was explained in detail in Prior Compliance Reports.

B. Quarterly Reports

1. Test Period 7. In May, 2014, Servicer submitted to me a Quarterly Report containing the results of the Compliance Review conducted by the IRG for the calendar quarter ended March 31, 2014. The results of the IRG's Compliance Review are set out in Section V, Table 3; and Table 1 in Section V sets out the number of loans tested by the IRG as part of its Compliance Review. As shown in Table 3, with the exception of Metric 29, the IRG determined that the Threshold Error Rate had not been exceeded or otherwise failed for any of the Metrics tested.

2. Test Period 8. In September, 2014, Servicer submitted to me a Quarterly Report containing the results of the Compliance Review conducted by the IRG for the calendar quarter ended June 30, 2014. The results of the IRG's Compliance Review are set out in Section V, Table 4; and Table 2 in Section V sets out the number of loans tested by the IRG as part of its Compliance Review. As shown in Table 4, the IRG determined that the Threshold Error Rate had not been exceeded or otherwise failed for any of the Metrics tested.

⁸ If a Metric's loan testing population is comprised of fewer than 100 loans in any test period, the Work Plan requires the IRG to test the entire Metric loan testing population in that test period. The Work Plan also permits the IRG to reduce sample sizes by using Servicer's average of the observed error rate for each Metric from the previous two test periods in the statistical sampling parameters.

IV. Monitor

A. Monitor and Professionals – Independence

The Enforcement Terms provide that the Professionals and I may not have any prior relationships with any of the Parties to the Judgment that would undermine public confidence in the objectivity of our work under the Judgment or any conflicts of interest with any of the Parties to the Judgment. In connection with the work summarized in this Report, each of the Professionals and I submitted a conflicts of interest analysis on the basis of which I determined that no prohibited relationships or conflicts of interest existed.

B. Due Diligence

1. Review of Internal Review Group. Under the Judgment, I am required to undertake periodic due diligence regarding the IRG in the context of the Servicing Standards, and reviews of Quarterly Reports and the work of the IRG associated therewith. The independence, competency and capacity of the IRG, and the integrity of the testing processes used by the IRG in Test Periods 7 and 8, were called into question as a consequence of the IRG Investigation. Since then, steps have been taken by Servicer that are intended to better ensure the independence, competency and capacity of the IRG, as required under Paragraphs C.7, C.8, and C.9 of the Judgment's Exhibit E. These steps included, among others, (i) adoption of corporate governance principles for the IRG, (ii) reorganization and other changes in the IRG, (iii) enhanced access by the Professionals to information pertaining to the IRG's testing methodologies, procedures and protocols, and (iv) Servicer's consent to my establishment of a hotline to a third party that IRG employees may use to report concerns any such employees may have relative to the IRG and its operations. With respect to the changes in the IRG, as discussed in the Second Interim Compliance Report, these changes included, among others, a change in executive management and other structural changes to staffing, training and reporting lines.

Regarding reporting lines, the IRG Executive's reporting lines changed from one to two as of December, 2014. The first line of reporting is directly to the Chairman of the Compliance Committee of Servicer's Board of Directors, rather than to Servicer's Chief Risk Officer who reported to a committee of Servicer's Board of Directors. The second line of reporting is administratively to Servicer's new Chief Risk Officer, who assumed the position in 2014.

In addition to the foregoing steps taken relative to the IRG, since I first reported on the IRG Investigation and my findings relative thereto, I have received the final results of McGladrey's re-testing of the Metrics that I ultimately identified to be at risk for Test Periods 7 and 8, and those results have shown that, with the exception of Metric 19 in Test Period 7, the IRG's testing for Test Periods 7 and 8 was not significantly different from McGladrey's own independent testing. This, coupled with Servicer's changes regarding the organization of the IRG, have given me a measure of assurance regarding the current independence, capacity and competency of the IRG, and has allowed me to determine that the IRG now has sufficient ability to effectively implement and execute the reviews and Metric assessments required by the Enforcement Terms. As such, it is my determination that the IRG's qualifications and performance now conform in all material respects to the requirements set out in the Enforcement Terms and the Work Plan to the extent that intervention by a third party professional firm on my behalf is no longer required. In future test periods, the IRG will perform its duties under the Enforcement Terms without such intervention; however, in future test periods the Professionals and I will continue to perform such additional and heightened due diligence as I deem necessary or otherwise appropriate to determine whether the IRG's authority, privileges, knowledge, qualifications and performance are maintained at all times, whether the IRG continues to be provided with appropriate resources to properly perform its work as it moves into more rigorous,

exacting and detailed testing as a result of the Global CAP, and whether the IRG continues to conform in all material respects to the Work Plan and the Enforcement Terms.

2. Review of Internal Review Group's Work. As reported in Prior Compliance Reports, at the time of its acquisition by Servicer, the ResCap Portfolio resided on and was serviced using a loan servicing platform known as FiServ – ResCap's and GMAC's non-proprietary loan servicing platform. After acquisition of the ResCap Portfolio, Servicer undertook a staged process of transferring the ResCap Portfolio onto a loan servicing platform known as REALServicing – Servicer's proprietary loan servicing platform. During Test Periods 7 and 8, part of the ResCap Portfolio was still in transition from the FiServ platform to the REALServicing platform. Because part of the ResCap Portfolio was still in transition from FiServ to REALServicing, and based on information I had learned during the IRG Investigation relating to loan servicing and testing on the two servicing platforms, in reviewing the Quarterly Reports and the IRG's work associated therewith, I engaged the Professionals to conduct both confirmatory testing and validation re-testing. I used this testing and re-testing to generate sufficient and reliable information to assess whether the Quarterly Reports were correct and the work of the IRG associated therewith conformed to the requirements of the Enforcement Terms. As such, with respect to those Metrics that I ultimately identified to be at risk for Test Periods 7 and 8, McGladrey undertook independent re-testing on both the FiServ and REALServicing platforms in some instances, and on only the REALServicing platform in others; and the SPF undertook confirmatory testing through a review of the IRG's Work Papers of all of the Metrics subject to testing for Test Periods 7 and 8, except those that were undergoing independent re-testing by McGladrey on both the FiServ and REALServicing platforms.

a. McGladrey's Re-testing. As part of the validation of the IRG's work as reported in its Quarterly Reports for Test Periods 7 and 8, I engaged McGladrey to re-test the Metrics I ultimately identified to be at risk for those Test Periods as a result of the IRG Investigation.⁹ For Test Period 7, these at-risk Metrics were Metrics 1, 2, 12, 19, 20, 23, 24, 28 and 29 for loans that resided on both the FiServ platform and the REALServicing platform; for Test Period 8, these at-risk Metrics were Metrics 1, 2 and 23 for loans that resided on the REALServicing platform only, and Metric 20 for loans that resided on both the FiServ platform and the REALServicing platform.¹⁰ McGladrey's re-testing of the at-risk Metrics was equivalent to initial or first-time testing, and its re-testing was performed independent of and apart from any previous work performed by the IRG or any of the Professionals. In addition, McGladrey's re-testing included independent identification of loan testing populations and selection of its own sample of loans for all of the at-risk Metrics subject to loan-level testing. Table 1 in Section V sets out the total number of loans re-tested by McGladrey for Test Period 7, and Table 2 in Section V sets out the total number of loans re-tested by McGladrey for Test Period 8.

As reported in the Second Interim Compliance Report and as shown in Section V, Table 3, based on McGladrey's re-testing for Test Period 7, the IRG's determination of Pass/Fail was substantially correct for all but one of the at-risk Metrics McGladrey re-tested for Test Period 7. The IRG had determined Metric 19 was a Pass and McGladrey determined it was a Fail. For Test Period 8, as shown in Section V, Table 4, based on McGladrey's re-testing, the IRG's

⁹ To assist me in the review and approval of the Global Letter-dating Corrective Action Plan, McGladrey also undertook independent re-testing relative to Metrics 7, 22, 26 and 27 for Test Period 7 and Metrics 7 and 27 for Test Period 8. This re-testing was limited to a sample of loans that resided on the REALServicing platform only and such re-testing is not included in the tables in Section V.

¹⁰ Based on the results of McGladrey's re-testing for Test Period 7 and McGladrey's and the other Professionals' recommendations regarding re-testing for Test Period 8, I determined that it was not necessary, in order for me to make a final determination regarding the work of the IRG for Test Periods 7 and 8, for McGladrey to perform any re-testing of Metrics 12, 24 and 28 for Test Period 8, and that it was not necessary for McGladrey to re-test Metrics 1, 2 and 23 on loans that resided on FiServ for Test Period 8. As noted previously, Metrics 19 and 29 were under CAPs in Test Period 8.

determination of Pass/Fail was correct for all of the at-risk Metrics re-tested by McGladrey for Test Period 8.

b. SPF's Confirmatory Testing. With respect to the SPF's confirmatory testing for Test Periods 7 and 8, the SPF undertook confirmatory testing of all Metrics tested by the IRG for Test Periods 7 and 8, with the exception of those Metrics that were subject to re-testing by McGladrey on both the FiServ platform and the REALServicing platform as part of McGladrey's validation of the work of the IRG for Test Periods 7 and 8. This means for Test Period 7, as shown in Section V, Tables 1 and 3, the SPF undertook confirmatory testing for all of the Metrics tested by the IRG for Test Period 7, with the exception of Metrics 1, 2, 12, 19, 20, 23, 24, 28 and 29 – which are marked in Tables 1 and 3 with an “N/A” to show that I relied upon McGladrey's re-testing of these Metrics; and for Test Period 8, as shown in Section V, Tables 2 and 4, the SPF undertook confirmatory testing for all of the Metrics tested by the IRG for Test Period 8, with the exception of Metric 20 – which is marked in Tables 2 and 4 with an “N/A” to show that I relied upon McGladrey's re-testing of this Metric.

The SPF's confirmatory testing was conducted in a similar manner and followed consistent protocols used to review loan-level and other supporting documentation from Servicer's SOR as previously explained in detail in Prior Compliance Reports. Using the foregoing confirmatory testing protocols for each Metric subject to loan-level testing that was not subject to re-testing by McGladrey, the SPF was able to satisfy itself that the loan testing populations used and documented by the IRG in its Work Papers, as well as the sample sizes for each of such loan testing populations, conformed in all material respects to the requirements of the Work Plan and the Enforcement Terms. Also, using the aforementioned confirmatory testing protocols, the SPF, by performing confirmatory testing for Test Periods 7 and 8 on the total

number of loans set out in Section V, Tables 1 and 2, respectively, determined that it concurred with the IRG's conclusions regarding Servicer's compliance with those Metrics tested by the IRG that were not subject to re-testing by McGladrey. The results of the SPF's confirmatory testing for Test Periods 7 and 8 are set out in Section V, Tables 3 and 4, respectively.¹¹

V. Tables

Tables 1 and 2 set out the total number of loans subject to loan-level testing or re-testing, as applicable, by the IRG, the SPF and McGladrey for Test Periods 7 and 8, respectively. Tables 3 and 4 set out the results of the IRG's, the SPF's and McGladrey's testing or re-testing, as applicable, for Test Periods 7 and 8, respectively.

Table 1: Number of Loans Tested for Each Metric in Test Period 7¹²

Metric No.	IRG	SPF	McGladrey
<i>Test Period 7</i>			
1 (1.A)	343	N/A	281
2 (1.B)	490	N/A	316
3 (2.A)	304	157	N/A
4 (2.B)	300	156	N/A
5 (2.C)	132	132	N/A
6 (3.A)	377	174	N/A
7 (3.B)	377	174	N/A
8 (4.A)	475	193	N/A
9 (4.B)	522	199	N/A
10 (4.C)	302	156	N/A
11 (4.D)	513	198	N/A

¹¹ As described in Prior Compliance Reports, the PPF operated in a supervisory capacity to review the SPF's work in assessing Servicer's compliance and also performed its own detailed confirmatory testing of a selection of loans or items tested by the SPF. Based on its testing results, the PPF concurred with the SPF's confirmation of the IRG's conclusions regarding the Metrics not subject to re-testing by McGladrey in Test Periods 7 and 8.

¹² Metrics 30 and 31 are marked as "Not Tested" since they became effective and were first tested in the third calendar quarter of 2014, which will be reported on in the compliance report I file under the Ocwen Judgment for the third and fourth calendar quarters of 2014.

Metric No.	IRG	SPF	McGladrey
<i>Test Period 7</i>			
12 (5.A)	P&P	N/A	P&P
13 (5.B) ¹³	25	25	N/A
14 (5.C)	508	198	N/A
15 (5.D)	P&P	P&P	N/A
16 (5.E)	P&P	P&P	N/A
17 (5.F)	P&P	P&P	N/A
18 (6.A)	301	158	N/A
19 (6.B.i)	429	N/A	295
20 (6.B.ii)	465	N/A	311
21 (6.B.iii)	125	125	N/A
22 (6.B.iv)	350	166	N/A
23 (6.B.v)	325	N/A	302
24 (6.B.vi)	488	N/A	317
25 (6.B.vii.a)	300	155	N/A
26 (6.B.viii.a)	328	163	N/A
27 (6.B.viii.b)	364	172	N/A
28 (6.C.i)	433	N/A	303
29 (6.C.ii)	315	N/A	268
30 (7.A)	Not Tested	Not Tested	N/A
31 (7.B)	Not Tested	Not Tested	N/A
32 (7.C)	357	169	N/A
33 (7.D)	396	179	N/A

¹³ While Metric 13 is a policy and procedure Metric, the IRG elected to test this Metric on a loan-level basis. The IRG tested 25 samples, all of which were also tested by the SPF.

Table 2: Number of Loans Tested for Each Metric in Test Period 8¹⁴

Metric No.	IRG	SPF	McGladrey
<i>Test Period 8</i>			
1 (1.A)	400	231	240
2 (1.B)	589	208	316
3 (2.A)	397	228	N/A
4 (2.B)	400	231	N/A
5 (2.C)	111	111	N/A
6 (3.A)	440	241	N/A
7 (3.B)	440	241	N/A
8 (4.A)	589	269	N/A
9 (4.B)	619	275	N/A
10 (4.C)	387	227	N/A
11 (4.D)	612	273	N/A
12 (5.A)	P&P	P&P	N/A
13 (5.B) ¹⁵	25	25	N/A
14 (5.C)	565	266	N/A
15 (5.D)	Not Tested	Not Tested	N/A
16 (5.E)	Not Tested	Not Tested	N/A
17 (5.F)	Not Tested	Not Tested	N/A
18 (6.A)	361	221	N/A
19 (6.B.i)	Under CAP	Under CAP	N/A
20 (6.B.ii)	509	N/A	314
21 (6.B.iii)	166	116	N/A
22 (6.B.iv)	400	230	N/A
23 (6.B.v)	362	171	254
24 (6.B.vi)	541	263	N/A
25 (6.B.vii.a)	400	231	N/A

¹⁴ Metrics 30 and 31 are marked as “Not Tested” since they became effective and were first tested in the third calendar quarter of 2014, which will be reported on in the compliance report I file under the Ocwen Judgment for the third and fourth calendar quarters of 2014.

¹⁵ While Metric 13 is a policy and procedure Metric, the IRG elected to test this Metric on a loan-level basis. The IRG tested 25 samples, all of which were also tested by the SPF.

Metric No.	IRG	SPF	McGladrey
Test Period 8			
26 (6.B.viii.a)	440	241	N/A
27 (6.B.viii.b)	429	241	N/A
28 (6.C.i)	542	261	N/A
29 (6.C.ii)	Under CAP	Under CAP	N/A
30 (7.A)	Not Tested	Not Tested	N/A
31 (7.B)	Not Tested	Not Tested	N/A
32 (7.C)	469	248	N/A
33 (7.D)	619	275	N/A

Table 3: Comparison of Compliance Results in Test Period 7¹⁶

Metric No.	Metric	Threshold Error Rate	IRG Result	SPF Result	McGladrey Result
Test Period 7					
1 (1.A)	Foreclosure Sale in Error	1%	Pass (0.29%)	N/A	Pass (0.00%)
2 (1.B)	Incorrect Modification Denial	5%	Pass (2.65%)	N/A	Pass (2.85%)
3 (2.A)*	Was Affidavit of Indebtedness (AOI) Properly Prepared	5% Pass/Fail	Pass	Pass	N/A
4 (2.B)	Proof of Claim (POC)	5%	Pass	Pass	N/A
5 (2.C)	Motion for Relief from Stay (MRS) Affidavits	5%	Pass	Pass	N/A
6 (3.A)	Pre-foreclosure Initiation	5%	Pass	Pass	N/A
7 (3.B)	Pre-foreclosure Initiation Notifications	5%	Pass	Pass	N/A
8 (4.A)	Fee Adherence to Guidance	5%	Pass	Pass	N/A
9 (4.B)	Adherence to Customer Payment Processing	5%	Pass	Pass	N/A

¹⁶ Metrics 30 and 31 are marked as “Not Tested” since they became effective and were first tested in the third calendar quarter of 2014, which will be reported on in the compliance report I file under the Ocwen Judgment for the third and fourth calendar quarters of 2014.

Metric No.	Metric	Threshold Error Rate	IRG Result	SPF Result	McGladrey Result
<i>Test Period 7</i>					
10 (4.C)	Reconciliation of Certain Waived Fees	5%	Pass	Pass	N/A
11 (4.D)	Late Fees Adhere to Guidance	5%	Pass	Pass	N/A
12 (5.A)**	Third Party Vendor Management	Pass/Fail	Pass	N/A	Pass
13 (5.B)**	Customer Portal	Pass/Fail	Pass	Pass	N/A
14 (5.C)***	Single Point of Contact (SPOC)	5% ¹⁷ Pass/Fail	Pass	Pass	N/A
15 (5.D)****	Workforce Management	Pass/Fail	Pass	Pass	N/A
16 (5.E)****	Affidavit of Indebtedness (AOI) Integrity	Pass/Fail	Pass	Pass	N/A
17 (5.F)****	Account Status Activity	Pass/Fail	Pass	Pass	N/A
18 (6.A)	Complaint Response Timeliness	5%	Pass	Pass	N/A
19 (6.B.i)	Loan Modification Document Collection Timeline Compliance	5%	Pass (3.73%)	N/A	Fail (11.86%)
20 (6.B.ii)	Loan Modification Decision/Notification Timeline Compliance	10%	Pass (8.17%)	N/A	Pass (8.04%)
21 (6.B.iii)	Loan Modification Appeal Timeline Compliance	10%	Pass	Pass	N/A
22 (6.B.iv)	Short Sale Decision Timeline Compliance	10%	Pass	Pass	N/A
23 (6.B.v)	Short Sale Document Collection Timeline Compliance	5%	Pass (1.85%)	N/A	Pass (2.98%)
24 (6.B.vi)	Charge of Application Fees for Loss Mitigation	1%	Pass (0.00%)	N/A	Pass (0.00%)

¹⁷ Test Question 4 only.

Metric No.	Metric	Threshold Error Rate	IRG Result	SPF Result	McGladrey Result
Test Period 7					
25 (6.B.vii.a)	Short Sales – Inclusion of Notice of Whether or Not a Deficiency Will Be Required	5%	Pass	Pass	N/A
26 (6.B.viii.a)	Dual Track – Referred to Foreclosure in Violation of Dual Track Provisions	5%	Pass	Pass	N/A
27 (6.B.viii.b)	Dual Track – Failure to Postpone Foreclosure Proceedings in Violation of Dual Track Provisions	5%	Pass	Pass	N/A
28 (6.C.i)	Force-Placed Insurance (FPI) Timeliness of Notices	5%	Pass (0.92%)	N/A	Pass (1.65%)
29 (6.C.ii)	FPI Termination	5%	Fail (6.03%)	N/A	Pass (4.85%)
30 (7.A)	Loan Modification Process	5%	Not Tested	Not Tested	N/A
31 (7.B)	Loan Modification Denial Notice Disclosures	5%	Not Tested	Not Tested	N/A
32 (7.C)*****	SPOC Implementation and Effectiveness	5% ¹⁸ Pass/Fail	Pass	Pass	N/A
33 (7.D)	Billing Statement Accuracy	5%	Pass	Pass	N/A

**Indicates a Metric with two questions, one of which is tested on an overall yes/no basis (i.e., not on a loan-level basis)*

***Indicates a P&P Metric that is tested quarterly on an overall yes/no basis*

****Indicates a Metric with four questions, three of which are tested quarterly on an overall yes/no basis*

*****Indicates a P&P Metric that is required to be tested only annually on an overall yes/no basis*

******Indicates a Metric with three questions, two of which are tested quarterly on an overall yes/no basis*

¹⁸ Test Question 1 only.

Table 4: Comparison of Compliance Results in Test Period 8¹⁹

Metric No.	Metric	Threshold Error Rate	IRG Result	SPF Result	McGladrey Result
<i>Test Period 8</i>					
1 (1.A)	Foreclosure Sale in Error	1%	Pass (0.00%)	Pass	Pass (0.00%)
2 (1.B)	Incorrect Modification Denial	5%	Pass (2.21%)	Pass	Pass (3.80%)
3 (2.A)*	Was Affidavit of Indebtedness (AOI) Properly Prepared	5% Pass/Fail	Pass	Pass	N/A
4 (2.B)	Proof of Claim (POC)	5%	Pass	Pass	N/A
5 (2.C)	Motion for Relief from Stay (MRS) Affidavits	5%	Pass	Pass	N/A
6 (3.A)	Pre-foreclosure Initiation	5%	Pass	Pass	N/A
7 (3.B)	Pre-foreclosure Initiation Notifications	5%	Pass	Pass	N/A
8 (4.A)	Fee Adherence to Guidance	5%	Pass	Pass	N/A
9 (4.B)	Adherence to Customer Payment Processing	5%	Pass	Pass	N/A
10 (4.C)	Reconciliation of Certain Waived Fees	5%	Pass	Pass	N/A
11 (4.D)	Late Fees Adhere to Guidance	5%	Pass	Pass	N/A
12 (5.A)**	Third Party Vendor Management	Pass/Fail	Pass	Pass	N/A
13 (5.B)**	Customer Portal	Pass/Fail	Pass	Pass	N/A
14 (5.C)***	Single Point of Contact (SPOC)	5% ²⁰ Pass/Fail	Pass	Pass	N/A

¹⁹ Metrics 30 and 31 are marked as “Not Tested” since they became effective and were first tested in the third calendar quarter of 2014, which will be reported on in the compliance report I file under the Ocwen Judgment for the third and fourth calendar quarters of 2014.

²⁰ Test Question 4 only.

Metric No.	Metric	Threshold Error Rate	IRG Result	SPF Result	McGladrey Result
Test Period 8					
15 (5.D)****	Workforce Management	Pass/Fail	Not Tested	Not Tested	N/A
16 (5.E)****	Affidavit of Indebtedness (AOI) Integrity	Pass/Fail	Not Tested	Not Tested	N/A
17 (5.F)****	Account Status Activity	Pass/Fail	Not Tested	Not Tested	N/A
18 (6.A)	Complaint Response Timeliness	5%	Pass	Pass	N/A
19 (6.B.i)	Loan Modification Document Collection Timeline Compliance	5%	Under CAP	Under CAP	N/A
20 (6.B.ii)	Loan Modification Decision/Notification Timeline Compliance	10%	Pass (2.75%)	N/A	Pass (1.27%)
21 (6.B.iii)	Loan Modification Appeal Timeline Compliance	10%	Pass	Pass	N/A
22 (6.B.iv)	Short Sale Decision Timeline Compliance	10%	Pass	Pass	N/A
23 (6.B.v)	Short Sale Document Collection Timeline Compliance	5%	Pass (3.87%)	Pass	Pass (4.72%)
24 (6.B.vi)	Charge of Application Fees for Loss Mitigation	1%	Pass	Pass	N/A
25 (6.B.vii.a)	Short Sales – Inclusion of Notice of Whether or Not a Deficiency Will Be Required	5%	Pass	Pass	N/A
26 (6.B.viii.a)	Dual Track – Referred to Foreclosure in Violation of Dual Track Provisions	5%	Pass	Pass	N/A
27 (6.B.viii.b)	Dual Track – Failure to Postpone Foreclosure Proceedings in Violation of Dual Track Provisions	5%	Pass	Pass	N/A

Metric No.	Metric	Threshold Error Rate	IRG Result	SPF Result	McGladrey Result
Test Period 8					
28 (6.C.i)	Force-Placed Insurance (FPI) Timeliness of Notices	5%	Pass	Pass	N/A
29 (6.C.ii)	FPI Termination	5%	Under CAP	Under CAP	N/A
30 (7.A)	Loan Modification Process	5%	Not Tested	Not Tested	N/A
31 (7.B)	Loan Modification Denial Notice Disclosures	5%	Not Tested	Not Tested	N/A
32 (7.C)*****	SPOC Implementation and Effectiveness	5% ²¹ Pass/Fail	Pass	Pass	N/A
33 (7.D)	Billing Statement Accuracy	5%	Pass	Pass	N/A

**Indicates a Metric with two questions, one of which is tested on an overall yes/no basis (i.e., not on a loan-level basis)*

***Indicates a P&P Metric that is tested quarterly on an overall yes/no basis*

****Indicates a Metric with four questions, three of which are tested quarterly on an overall yes/no basis*

*****Indicates a P&P Metric that is required to be tested only annually on an overall yes/no basis*

******Indicates a Metric with three questions, two of which are tested quarterly on an overall yes/no basis*

²¹ Test Question 1 only.

VI. Potential Violations

A. Background

1. Right to Cure and Remediation. In its Quarterly Report for the calendar quarter ended March 31, 2014, based on the IRG's testing during Test Period 7, Servicer reported that it had failed Metric 29, which deals with the timeliness of termination of force-placed insurance. The Threshold Error Rate for Metric 29 is 5% and Servicer had an error rate of 6.03%.²² As set out in detail in the Second Interim Compliance Report, based on McGladrey's independent re-testing of Test Period 7, McGladrey also determined that Servicer had failed Metric 19, which tests the timeliness of borrower notifications for loan modification document collection. The Threshold Error Rate for Metric 19 is 5% and McGladrey's re-testing resulted in an error rate of 11.86%.

Under the Enforcement Terms, these failures are deemed Potential Violations, which Servicer has the right to cure.²³ Each cure is accomplished through Servicer's development of a CAP for each Potential Violation and subsequent completion of the corrective actions set out in the CAP. As described further below, I am required to approve the CAP and then determine whether the CAP has been satisfactorily completed.²⁴ Once I have determined satisfactory completion, the IRG resumes its ordinary testing during the Cure Period. If the IRG reports that Servicer has passed the Metric during the Cure Period and I agree with the IRG's conclusion, the Potential Violation will have been cured. Generally, the Cure Period is the first full calendar quarter after completion of a CAP, or a period of shorter duration if I determine that sufficient time remains in the calendar quarter to adequately assess Servicer's compliance.

²² As shown in Section V, based on McGladrey's re-testing of Metric 29 for Test Period 7, Servicer had passed this Metric by a single loan with an error rate of 4.85%. Notwithstanding McGladrey's results for Metric 29, Servicer has deemed Metric 29 a Potential Violation for Test Period 7.

²³ Exhibit E, Paragraph E.2.

²⁴ Exhibit E, Paragraph E.3.

Pursuant to the Enforcement Terms, Servicer is also required to remediate any material harm to particular borrowers identified through the IRG's work in the test period in which the Metric failed. If the Potential Violation so far exceeds the Threshold Error Rate for the Metric that the error is deemed by me to be widespread, Servicer, under my supervision, is required to identify other borrowers who may have been harmed by such noncompliance and remediate all such harm to the extent that the harm has not otherwise been remediated.²⁵ For such Potential Violations deemed as widespread, the time period for which Servicer is required to identify any additional borrowers who may have been harmed extends from the time that Servicer implemented the Servicing Standards associated with the failed Metric through the CAP completion date.

When Servicer has a Potential Violation, under the Enforcement Terms, Servicer is required to meet and confer with the Monitoring Committee. As required, Servicer met with the Monitoring Committee regarding Metrics 29 and 19, respectively, to explain to the Monitoring Committee the nature of the errors and discuss with the Monitoring Committee Servicer's CAP and its related remediation efforts, if any, relative to each Potential Violation.

2. Cure and Remediation Process. Servicer develops and submits to me a proposed CAP for each Potential Violation. Upon receipt of Servicer's proposed CAP, with the assistance of the Professionals, I evaluate the proposed CAP and determine whether it is appropriately comprehensive such that, if properly implemented by Servicer, it could reasonably be expected to lower Servicer's error rate during the Cure Period to a level below the Threshold Error Rate. After such determination, I approve the corrective action aspects of Servicer's CAP.

²⁵ Exhibit E, Paragraph E.5.

After my approval and under my supervision through the work of the SPF and the PPF, Servicer begins implementing the corrective action steps relative to each Potential Violation. Once Servicer asserts that it has completed such corrective action steps, I review, with the assistance of the Professionals, the evidence provided by Servicer to determine whether Servicer has satisfactorily completed the CAP. After such determination, the Cure Period for Servicer's Potential Violation begins and formal testing by the IRG resumes. Once the Cure Period test results are completed by the IRG and submitted in Servicer's Quarterly Report, the SPF performs its confirmatory test work to confirm the Cure Period results for each Potential Violation.

With regard to remediation, Servicer prepares an analysis of borrower harm (or a separate remediation plan if widespread) and submits it to me. Based on an evaluation by the Professionals and me, I determine whether Servicer's analysis is sufficient to address material borrower harm, if any. Servicer will then inform me when it has completed its remediation efforts as to all of the affected borrowers and the IRG will also complete testing of such remediation. Based on confirmatory work undertaken by the SPF, the PPF and the legal Professionals, I determine whether Servicer's remediation efforts related to its Potential Violation have been satisfactorily completed in all material respects.

B. Metric 29

1. Background. The objective of Metric 29 is to test whether Servicer complied with the Servicing Standards regarding the timeliness of terminating force-placed insurance (FPI) and refunding premiums to affected borrowers. An error under Metric 29 occurs when FPI is not terminated and any prorated portions of premiums refunded within 15 calendar days of Servicer's receipt of borrower's evidence of insurance. Based on the IRG's testing of Metric 29, Servicer reported in its Quarterly Report for the calendar quarter ended March 31, 2014 (Test

Period 7), that the number of errors under Metric 29 exceeded the Metric's Threshold Error Rate of 5%, thereby resulting in a Potential Violation.

2. Nature of Errors. In its CAP, Servicer identified two root causes of the Metric 29 Potential Violation: (i) its third party vendor experienced a system error which resulted in refunds on 12 accounts not being issued in a timely manner; and (ii) certain human errors by its third party vendor's employees which resulted in delayed cancellations or refunds on another seven accounts.

3. Corrective Action Plan, Implementation and Remediation.

a. Corrective Action Plan. In July, 2014, Servicer submitted to me a proposed CAP for Metric 29. After Servicer revised its proposed CAP to reflect changes requested by the Professionals, I determined, with the assistance of the Professionals, that the CAP was appropriately comprehensive and, provided it was properly implemented by Servicer, could reasonably be expected to lower Servicer's error rate during the Cure Period to a level below the 5% Threshold Error Rate. Accordingly, in August, 2014, I approved the corrective action aspects of Servicer's CAP, which are summarized as follows:

- 1) making updates to Servicer's third party vendor's system and enhancements to its document identification process;
- 2) re-training by Servicer's third party vendor of such third party's employees;
- 3) developing a daily report to track all borrowers who are owed FPI refunds, which is reviewed by both Servicer and its third party vendor; and
- 4) transitioning its FPI activities to a new vendor, which Servicer began in June, 2014.

b. Implementation of CAP and Cure Period Results. Following Servicer's notification that it had completed its Metric 29 CAP, the SPF reviewed Servicer's documentation regarding completion of its corrective action steps. Based on the SPF's review, and with the assistance of other Professionals, I determined that Servicer had satisfactorily completed the CAP in all material respects as of August 31, 2014, and by agreement with Servicer, the Cure Period for Servicer's Potential Violation of Metric 29 was established as the period extending from August 1, 2014 and through November 30, 2014. In the next Compliance Report, I will provide an update on the results of the IRG's testing and the SPF's confirmation of the IRG's testing of Servicer's compliance with Metric 29 in the Cure Period.

c. Remediation. Based on my examination of various factors, including the actual error rate reported by the IRG for Metric 29 which exceeded the Threshold Error Rate by only 1.03% and the absence of other factors indicating a widespread error, I determined that Servicer's noncompliance was not widespread. Because of this determination, the Judgment requires Servicer to remediate any material harm to particular borrowers identified through the IRG's work in the test period in which the Metric failed. Consequently, Servicer's CAP included an analysis of material harm caused only to borrowers associated with each loan determined to have failed Metric 29 during Test Period 7, along with Servicer's proposed remediation of such harm. After I was notified that Servicer had completed its remediation, the Professionals undertook a review of Servicer's remediation efforts which included: (i) reversing any FPI premiums charged and related late fees, if any, to the correct borrower account and in the correct amount; (ii) reissuing to borrowers any annual escrow analyses and payoff statements to correct the inclusion of FPI amounts and reflect FPI premium refunds; and (iii) amending proofs of claim for those borrowers who were in bankruptcy and had a FPI premium included on the

initial, filed proof of claim. Based on this review by the Professionals, and my review of information and documentation provided by Servicer relative to its remediation activities, in March, 2015, I determined that Servicer had completed in all material respects the remediation for Metric 29.

C. Metric 19

1. Background. The objective of Metric 19 is to test whether Servicer complied with the Servicing Standards regarding the timeliness of borrower notifications for loan modification document collection. An error under Metric 19 occurs when Servicer does not (a) notify borrower of any known deficiency in borrower's initial submission of information within 5 business days after receipt, including any missing information or documentation (Test Question 1), or (b) afford the borrower 30 days from the date of Servicer's notification of any missing information or documentation to supplement borrower's submission of information prior to making a determination on whether to grant an initial loan modification (Test Question 2). Based on McGladrey's re-testing of Metric 19 in Test Period 7, the number of errors under Metric 19 exceeded the Metric's Threshold Error Rate of 5%, thereby resulting in a Potential Violation.

2. Nature of Errors. The Potential Violation for Metric 19 related primarily to several process inefficiencies and errors that occurred during the relevant time period, including: (i) technology issues which resulted in some loan modification applications that needed Missing Information Letters (MILs) not being placed in Servicer's Loan Resolution Processing Unit's (LRPU) workflow queues in a timely manner; (ii) inadequate staffing in the LRPU, due largely to a much higher than anticipated increase in workloads involved in handling loan modification applications resulting from new Consumer Financial Protection Bureau regulations; and (iii) the lack of effective internal control reporting to LRPU management concerning MIL timeline

compliance.

3. Corrective Action Plan, Implementation and Remediation.

a. Corrective Action Plan. In May, 2015, Servicer submitted to me a proposed CAP for Metric 19. After Servicer revised its CAP to reflect changes requested by the Professionals, I determined, with the assistance of the Professionals, that the CAP was appropriately comprehensive and, provided it was properly implemented by Servicer, could reasonably be expected to lower Servicer's error rate during the Cure Period to a level below the 5% Threshold Error Rate. Accordingly, in late May, 2015, I approved the corrective action aspects of Servicer's CAP, which are summarized as follows:

1) eliminating the use of the "hold queue" for loans that had property valuations on order, which was the cause of the technology issues that had created the workflow queue problems;

2) making significant increases in staffing, including hiring approximately 175 new full-time employees between January 2014 and November 2014, 100 of which were LRPUs employees;

3) implementing daily internal control reporting to monitor the processing of loan modification applications and to notify LRPUs management of any MILs not sent within three days of receipt of the initial loan modification application; and

4) appointing a new, experienced LRPUs manager to oversee these process improvements.

b. Implementation. Servicer's implementation of the corrective actions as outlined in the CAP is ongoing at this time and is expected to be completed shortly after the filing of this Report. The Metric 19 Cure Period is expected to begin during the third calendar

quarter of 2015. As with all CAPs, Servicer's implementation is under my supervision, which is being undertaken through the work of the SPF and the PPF. During the implementation process, Servicer has engaged in and will continue to regularly engage in discussions with the SPF and the PPF regarding progress, findings and observations. In the next Compliance Report, I will provide an update on Servicer's completion of its CAP for Metric 19.

c. Remediation. Based on my examination of various factors, including the actual error rate reported by McGladrey of 11.86% compared to the Threshold Error Rate of 5%, I determined that Servicer's noncompliance was not widespread. However, Servicer has voluntarily elected to treat the Metric 19 Potential Violation as if it were widespread and submitted a separate plan of remediation outlining its process to identify all borrowers who were impacted by the process inefficiencies and errors from December 1, 2013²⁶ through March 31, 2015. Servicer's proposed remediation efforts include (a) placing holds on any foreclosure proceedings for impacted borrowers, (b) sending remediation letters encouraging impacted borrowers to pursue loss mitigation opportunities, and (c) offering financial compensation to specified categories of impacted borrowers. At this time, Servicer is in the process of implementing the Metric 19 remediation plan in connection with other efforts under the Global Letter-dating Corrective Action Plan. In the next Compliance Report, I will provide an update on Servicer's Metric 19 remediation activities, and on my confirmation of such activities.

²⁶ Servicer elected and I approved December 1, 2013 as the beginning date of the remediation period because that was the first date that loans on the REALServicing platform were tested, and all of the errors for Metric 19 in Test Period 7 were for loans on REALServicing.

VII. Global Letter-dating Corrective Action Plan

A. Background

As previously described in the First Interim Compliance Report, in October, 2014, the New York State Superintendent of Financial Services released publicly a letter raising the issue that the date on certain of Servicer's correspondence to consumers was incorrect. Given that several Servicing Standards under the Judgment require Servicer to comply with timeline requirements, many of which are triggered by the date correspondence is sent to a consumer, I immediately engaged Servicer relative to the letter-dating issues and any possible effects that such issues may have had on Servicer's compliance with the terms of the Judgment. As a consequence of this engagement and Servicer's discussions with the Monitoring Committee, Servicer, among other things,²⁷ voluntarily developed and submitted to me for approval a proposed master, corrective action plan that attempted to address Servicer's letter-dating issues and the resulting effects on the testing of Metrics. After Servicer revised the master, corrective action plan it had initially submitted to me to reflect changes requested by the Professionals, I determined, with the assistance of the Professionals, that the revised master, corrective action plan (Global Letter-dating Corrective Action Plan or Global CAP) was appropriately comprehensive and, provided it was properly implemented by Servicer, could reasonably be expected to address Servicer's letter-dating issues. Accordingly, I approved the Global CAP in July, 2015, and, as of the date of this Report, Servicer is in the process of implementing the provisions of the Global CAP.

²⁷ Servicer decided to create a Borrower Compensation Program, pursuant to which Servicer will voluntarily remediate potential borrower harm caused by its letter-dating issues. The Borrower Compensation Program, however, is not part of the Global CAP. Oversight of the Borrower Compensation Program will be through the Monitoring Committee.

B. Global CAP

1. Global CAP – Summary. The Global CAP includes an analysis of the root causes of Servicer's letter-dating issues and sets out the corrective steps Servicer will take to address Servicer's letter-dating issues. In addition, the Global CAP provides for the following: (i) testing the efficacy of Servicer's corrective actions under the Global CAP during the Global CAP's Cure Period for Metrics 12, 19, 20, 22, 23, 27 and 30, which are the Metrics that Servicer and I determined were to be deemed Potential Violations for the third calendar quarter of 2014; (ii) to further validate Servicer's successful completion of the Global CAP, testing letters generated under Metrics 1, 7, 18, 21 and 26 during the Global CAP's Cure Period; (iii) at the conclusion of the Global CAP's Cure Period, incorporating the testing protocols employed during the Global CAP's Cure Period relative to the letter-dating issues into the ongoing, quarterly testing of Metrics 1, 7, 18, 19, 20, 21, 22, 23, 26, 27 and 30 for the remainder of each Metric's respective testing under the Judgment; and (iv) extending testing of Metrics 12, 19, 20, 22, 23, 27 and 30 for three additional quarterly test periods, such that quarterly testing of these Metrics under the Judgment would extend through the fourth calendar quarter of 2017, rather than first calendar quarter of 2017.

2. Global CAP – Analysis of Root Causes. The Global CAP includes a description of Servicer's letter generation and print/mail processes applicable to the Metrics referenced in Section VII.B above, and includes a root cause analysis of the problems Servicer identified relative to these processes. The root causes, as set out in the Global CAP, fall within two broad categories. The first, primary root cause pertains to Servicer's process of populating letters with letter dates (Letter Date) other than the dates on which the letters were actually generated (Generation Date). The second, secondary root cause pertains to Servicer's oversight of one or more of its third party vendors responsible for printing and mailing letters.

With respect to the first, primary root cause, according to Servicer's representation in the Global CAP, Servicer programmed certain letter templates to populate the Letter Date with the dates Servicer made a decision on the matters that were the subject of the letters (Trigger Date), or programmed certain letter templates to populate the Letter Date with the dates that data was extracted from REALServicing to generate the letters (Data Date).²⁸ At times, for various reasons, either of these methods would result in a gap between the Letter Date and the Generation Date, which gap would increase if errors occurred in the creation of a data file or a batch of letters did not pass a quality control review.²⁹

With respect to the second, secondary root cause, Servicer represented in the Global CAP that when reviewing its processes relating to the generation and sending of letters, Servicer identified shortcomings in its oversight of one or more of its third party vendors responsible for printing and mailing letters. According to Servicer, in limited instances, letters were not promptly mailed by its third party print/mail vendors, thus increasing the gap between the Generation Date and the date the letters were mailed (Mail Date). Servicer attributed the foregoing to the fact that its oversight procedures with respect to its third party print/mail vendors were not: (i) adequately identifying delays in the mailing of letters; (ii) determining the cause of delays in the mailing of letters; and (iii) timely remediating the cause of those delays.

²⁸ The Data Date is different from the Generation Date. The Data Date refers to the date a report for all of the various bookmarks in a letter template is created, while the Generation Date refers to the date the letter is actually populated with the data.

²⁹ According to Servicer's representations in the Global CAP, to the extent that Servicer generated a letter on the Trigger Date/Data Date, in those instances, the Trigger Date/Data Date, Generation Date and Letter Date would generally be the same. When letters were not generated the same day as the Trigger Date/Data Date, the probability increased that there was a difference between the Trigger Date/Data Date, Generation Date, and Letter Date. For example, if Servicer reached a decision regarding a borrower's loss mitigation request on January 1st, in some instances, the letter may have been generated on January 4th. Because the letter templates were programmed to populate the Letter Date with the Trigger date, the letter generated on January 4th (Generation Date) would reflect a January 1st (Trigger Date) date.

3. Global CAP – Corrective Actions.

a. Letter Dates. As noted above, Servicer acknowledged in the Global CAP that the primary cause of Servicer's letter-dating issues was Servicer's process of populating letters with a Letter Date other than the dates on which the letters were populated with relevant data pertaining to the subject matter of the letters (i.e., the Generation Date). To rectify the foregoing and to better ensure that there are minimal instances when there is a gap between a Letter Date and the date on which the letter is generated, Servicer developed and is implementing the following corrective actions:

- 1) populating letters with the Generation Date, rather than the Trigger Date/Data Date;
- 2) enhancing quality control oversight of letter generation;
- 3) improving timing of the quality control oversight of letter generation; and
- 4) making process improvements to its primary internal letter path for the generation of letters.

b. Third Party Print/Mail Vendors. As noted above, Servicer acknowledged in the Global CAP that there were shortcomings in its third party print/mail vendor oversight procedures. As a consequence of these shortcomings and to better ensure that these shortcomings and the print/mail issues related thereto are rectified on a go-forward basis, Servicer developed and is implementing the following corrective actions:

- 1) conducting onsite reviews and audits of third party print/mail vendor performance;
- 2) enhancing its due diligence requirements for third party print/mail vendor risk assessments;
- 3) enhancing its scorecards and tracking of third party print/mail vendor compliance with relevant contractual service level agreements; and
- 4) enhancing contractual requirements regarding mailing in relevant contractual service level agreements.³⁰

4. Global CAP – Verification of Process Improvements and Reporting.

a. Verification. The implementation of these corrective actions will be verified by the IRG and the SPF as a part of the Global CAP and reported to me by the IRG after the completion of its work. Thereafter, as discussed below, the IRG's work will be reported on by me following the completion of the SPF's and the other Professionals' confirmatory review of the IRG's work. The verification process will include: (i) a comparison of each tested letter's Letter Date to the letter's Generation Date (i.e., the date the letter is generated by the business unit as shown in the SOR); (ii) a comparison of each tested letter's Letter Date to the letter's Mail Date; and (iii) a review of Servicer's third party print/mail vendor oversight procedures and scorecards. With respect to testing a letter's Letter Date, the date on the letter must be the same day or within one business day of the date the letter is generated by the business unit responsible for generating the letter (i.e., Generation Date), and with respect to the Mail Date, the letter must actually be mailed no later than the third business day after the Letter Date. During the Global

³⁰ The enhanced contractual requirements include, by way of illustration, the addition of tools offered by third party print/mail vendors to enhance Servicer's ability to actively observe the mailing of letters, and condensing the time within which third party print/mail vendors are required to print and mail letters following receipt of relevant data from Servicer.

CAP's Cure Period, Servicer will be subject to a 2% Threshold Error Rate and thereafter, when letter-dating is incorporated into normal and customary Metric testing, as referenced above, the Threshold Error Rate for each Metric in which testing of letter-dating is incorporated will apply. This means any letter-dating related errors will be added to any other Metric-related errors to determine a total actual error rate, which must be below the current Metric Threshold Error Rate to pass each Metric.

b. Resumption and Extension of Testing and Reporting. Servicer's implementation of the corrective actions, as set out in the Global CAP and outlined herein above, is ongoing at this time and is expected to be completed during the third calendar quarter of 2015, which is when the Cure Period will most likely begin and the IRG's testing on the impacted letter-dating Metrics will resume. As part of the Global CAP, Ocwen consents to extending testing of Metrics 12, 19, 20, 22, 23, 27 and 30 for three additional quarterly test periods, such that quarterly testing of these Metrics under the Judgment would extend through the fourth calendar quarter of 2017, rather than first calendar quarter of 2017. As with all CAPs, Servicer's implementation is under my supervision and it will be reported on by me in reports I file under the Ocwen Judgment, rather than reports I file under the Judgment.³¹

³¹ In the Compliance Report I file under the Ocwen Judgment for the third and fourth calendar quarters of 2014 and other reports I may file under the Ocwen Judgment, I will provide updates on the status of Servicer's corrective actions under the Global Letter-dating Corrective Action Plan. Given that I will report on such corrective actions under the Ocwen Judgment, I will not report on them under the Judgment.

VIII. Summary and Conclusion

A. Conflicts

On the basis of my review of such documents and information as I have deemed necessary, as set forth in Section IV.A, I find that I do not have, as Monitor, and the Professionals engaged by me under the Judgment do not have, any prior relationship with Servicer or any of the other Parties to the Judgment that would undermine public confidence in our work and that we do not have any conflicts of interest with any Party.³²

B. Internal Review Group

With respect to the Internal Review Group and its work, based on the information set out in this Report, including the results of McGladrey's independent re-testing and the changes implemented by Servicer with respect to the organization of the IRG, I find that the Internal Review Group:³³

1) is now sufficiently independent from the line of business whose performance is being measured by the IRG such that I have a measure of assurance that the IRG does not perform and is apart from any operational work on mortgage servicing and reports to the Chairman of the Compliance Committee of Servicer's Board of Directors, who has no direct operational responsibility for mortgage servicing;³⁴

2) has what now appears to be sufficient authority, privileges and knowledge to effectively implement and conduct the reviews and Metric assessments contemplated in the Judgment and under the terms and conditions of the Work Plan;³⁵

³² Exhibit E, Paragraph C.3.

³³ Unlike in other reports I have filed under the Settlement, my findings regarding the IRG are not for the Test Periods covered by the report (i.e., for this Report, Test Periods 7 and 8), but rather are "as of" the date of this Final Compliance Report.

³⁴ Exhibit E, Paragraph C.7.

³⁵ Exhibit E, Paragraph C.8.

3) now has personnel skilled at evaluating and validating processes, decisions and documentation utilized through the implementation of the Servicing Standards;³⁶ and

4) intervention in Metric testing on my behalf by a third party pursuant to Section C.22 of the Enforcement Terms is no longer required.

C. Review of Quarterly Reports

With respect to the Quarterly Reports submitted by the IRG for Test Periods 7 and 8, based on the information set out in this Report, the re-testing and other work performed by McGladrey and a review of such other documents and information as I have deemed necessary, I find that:

1) for Metrics where the Threshold Error Rate is based on a percentage of the total sample tested by the IRG, the Threshold Error Rate was not exceeded for any of the Metrics that were reported on in the Quarterly Reports for the calendar quarters ended March 31, 2014, and June 30, 2014, with the exception of Metrics 19 and 29 in Test Period 7; and

2) for Threshold Error Rates that relate to P&P Metrics that are tested on an overall yes/no basis, Servicer did not fail any of those Metrics that were reported on in the Quarterly Reports for the calendar quarters ended March 31, 2014, and June 30, 2014.

³⁶ Exhibit E, Paragraph C.9.

D. Potential Violations

As more fully described above in Section VI, Servicer developed and completed implementation of a CAP and any associated remediation for Metric 29 in August, 2014. Thereafter, I determined that the Metric 29 CAP, including any required remediation, was satisfactorily completed and the Cure Period would be from August 1, 2014 through November 30, 2014.

As also set out in Section VI, in May, 2015, I approved the corrective action aspects of Servicer's Metric 19 CAP. Servicer's implementation of the corrective actions as outlined in the CAP is ongoing at this time and is not expected to be completed until shortly after the filing of this Report. The Metric 19 Cure Period is expected to begin during the third calendar quarter of 2015.

In the next Compliance Report I file under the Judgment, I will provide an update on the results of the IRG's testing and the SPF's confirmation of the IRG's testing of Servicer's compliance with Metric 29 in the Cure Period and Servicer's completion of its Metric 19 CAP, including Servicer's remediation activities. In the compliance report I file under the Ocwen Judgment I will also provide an update on Metrics 29 and 19, as aforesaid.

E. Global Letter-dating Corrective Action Plan

As set out in Section VII above, Servicer has developed and I have approved a Global Letter-dating Corrective Action Plan that is intended to address Servicer's letter-dating issues, on which I first reported in the First Interim Compliance Report. As noted above, in subsequent reports I file under the Ocwen Judgment, I will provide updates on the status of Servicer's corrective actions under the Global Letter-dating Corrective Action Plan.

F. Review of Compliance Report

Prior to the filing of this Report, I have conferred with Servicer and the Monitoring Committee about my findings and I have provided each with a copy of this Report. Immediately after filing this Report, I will provide a copy of this Report to Servicer's Board of Directors, or a committee of such Board designated by Servicer.³⁷

I respectfully file this Report with the United States District Court for the District of Columbia on this, the 11th day of August, 2015.

MONITOR

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³⁷ Exhibit E, Paragraph D.4.

CERTIFICATE OF SERVICE

I hereby certify that on this date I have filed a copy of the foregoing using the Court's CM/ECF system, which will send electronic notice of filing to the persons listed below at their respective email addresses.

This the 11th day of August, 2015.

s/ Joseph A. Smith, Jr.
Joseph A. Smith, Jr.

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