

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

UNITED STATES OF AMERICA, <i>et al.</i> ,)	
)	
Plaintiffs,)	
)	
v.)	Civil Action No. 12-00361 (RMC)
)	
BANK OF AMERICA CORP., <i>et al.</i> ,)	
)	
Defendants)	
)	

**MONITOR’S FINAL REPORT REGARDING COMPLIANCE BY OCWEN LOAN
SERVICING, LLC AS SUCCESSOR BY ASSIGNMENT FROM DEFENDANTS
RESIDENTIAL CAPITAL LLC, GMAC MORTGAGE LLC, AND
ALLY FINANCIAL INC. FOR THE MEASUREMENT PERIODS ENDED
MARCH 31, 2014 AND JUNE 30, 2014**

The undersigned, Joseph A. Smith, Jr., in my capacity as the Monitor under the Consent Judgment (Case 1:12-cv-00361-RMC; Document 13) filed in the above-captioned matter on April 4, 2012 (Judgment), respectfully files this Report regarding compliance with the Servicing Standards by Ocwen Loan Servicing, LLC (Servicer) with respect to the ResCap Portfolio.¹ This Report is filed under and pursuant to Paragraph D.3 of Exhibit E to the Judgment; it covers Test Periods 7 and 8; it supplements two interim Compliance Reports I previously filed for Test Periods 7 and 8;² and it is the final Compliance Report for Test Periods 7 and 8 (Final Compliance Report).³ Except for updates on Servicer’s cure and remediation relative to any Potential Violations discussed in Section VI of this Final Compliance Report, subsequent reports

¹ In this Report, Ocwen Loan Servicing, LLC is a “Servicer” only with respect to the portfolio of mortgage loans it acquired from Residential Capital, LLC (ResCap) and GMAC Mortgage, LLC (GMAC) and as a consequence of its assumption of the obligations of a “Servicer” relative to such loans (ResCap Portfolio).

² The first interim Compliance Report (sometimes referred to as the Fourth Compliance Report and sometimes the First Interim Compliance Report) for Test Periods 7 and 8 was filed on December 16, 2014; and the second interim Compliance Report (sometimes referred to as the Fifth Compliance Report and sometimes the Second Interim Compliance Report) was filed on May 7, 2015.

³ This Final Compliance Report is sometimes referred to as the Sixth Compliance Report.

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
<i>Test Period 8</i>			
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
<i>Test Period 7</i>					
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
<i>Test Period 8</i>					
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 LRPU employees;

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

4) appointing a new, experienced LRPU 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

s/ Joseph A. Smith, Jr.

Joseph A. Smith, Jr.

P.O. Box 2091

Raleigh, NC 27602

Telephone: (919) 825-4748

Facsimile: (919) 825-4650

Email: Joe.smith@mortgageoversight.com

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.

SERVICE LIST

John M. Abel

PENNSYLVANIA OFFICE OF
ATTORNEY GENERAL

Bureau of Consumer Protection
Strawberry Square
15th Floor

Harrisburg, PA 17120

(717) 783-1439

jabel@attorneygeneral.gov

Assigned: 04/05/2012

representing

**COMMONWEALTH OF
PENNSYLVANIA**
(Plaintiff)

Nicklas Arnold Akers

CALIFORNIA DEPARTMENT OF
JUSTICE

Office of the Attorney General
Public Rights Division / Consumer Law
Section

455 Golden Gate Avenue, Suite 11000

San Francisco, CA 94102

(415) 703-5505

Nicklas.Akers@doj.ca.gov

Assigned: 04/21/2014

representing

**STATE OF
CALIFORNIA**
(Plaintiff)

Gillian Lorraine Andrews

DELAWARE DEPARTMENT OF
JUSTICE

820 N. French Street
5th Floor

Wilmington, DE 19801

(302) 577-8844

gillian.andrews@state.de.us

Assigned: 10/23/2014

representing

STATE OF DELAWARE

(Plaintiff)

Martin J.E. Arms

WACHTELL, LIPTON, ROSEN & KATZ

51 West 52nd Street

New York, NY 10019

(212) 403-1101

(212) 403-2101 (fax)

mjearms@wlrk.com

Assigned: 09/15/2014

representing

BAC HOME LOANS

SERVICING, LP

(Defendant)

**BANK OF AMERICA
CORPORATION**

(Defendant)

**BANK OF AMERICA,
N.A.,**

(Defendant)

Ryan Scott Asbridge

OFFICE OF THE MISSOURI
ATTORNEY GENERAL

P.O. Box 899

Jefferson City, MO 65102

(573) 751-7677

ryan.asbridge@ago.mo.gov

Assigned: 10/03/2012

representing

STATE OF MISSOURI

(Plaintiff)

Jane Melissa Azia

OFFICE OF THE NEW YORK
ATTORNEY GENERAL
Bureau Consumer Frauds & Protection
120 Broadway
New York, NY 10271
(212) 416-8727
jane.azia@ag.ny.gov
Assigned: 10/02/2013

representing

STATE OF NEW YORK
(Plaintiff)

Douglas W. Baruch

FRIED, FRANK, HARRIS, SHRIVER &
JACOBSON LLP
801 17th Street, NW
Washington, DC 20006
(202) 639-7000
(202) 639-7003 (fax)
douglas.baruch@friedfrank.com
Assigned: 11/01/2012

representing

**WELLS FARGO BANK
NATIONAL
ASSOCIATION**
(Defendant)

Timothy K. Beeken

DEBEVOISE & PLIMPTON LLP
919 Third Avenue
New York, NY 10022
(212) 909-6000
212-909-6836 (fax)
tkbeeken@debevoise.com
Assigned: 05/02/2012

representing

**J.P. MORGAN CHASE
& COMPANY**
(Defendant)

**JPMORGAN CHASE
BANK, N.A.**
(Defendant)

Richard L. Bischoff

OFFICE OF ATTORNEY GENERAL
STATE OF TEXAS
401 E. Franklin, Suite530
El Paso, TX 79901
(915) 834-5800
richard.bischoff@texasattorneygeneral.gov
Assigned: 08/15/2014

representing

STATE OF TEXAS
(Plaintiff)

J. Matt Bledsoe

OFFICE OF ATTORNEY GENERAL

501 Washington Avenue

Montgomery, AL 36130

(334) 242-7443

(334) 242-2433 (fax)

consumerfax@ago.state.al.us

Assigned: 04/26/2012

representing

STATE OF ALABAMA

(Plaintiff)

Debra Lee Bogo-Ernst

MAYER BROWN LLP

71 South Wacker Drive

Chicago, IL 60606

(312) 701-7403

(312) 706-8474 (fax)

dernst@mayerbrown.com

Assigned: 03/13/2014

representing

CITIBANK, N.A.

(Defendant)

CITIGROUP, INC.

(Defendant)

CITIMORTGAGE, INC.

(Defendant)

Rebecca Claire Branch

OFFICE OF THE NEW MEXICO

ATTORNEY GENERAL

111 Lomas Boulevard, NW, Suite 300

Albuquerque, NM 87102

(505) 222-9059

(505) 222-9033

rbranch@nmag.gov

Assigned: 10/04/2012

representing

STATE OF NEW

MEXICO

(Plaintiff)

Nathan Allan Brennaman

MINNESOTA ATTORNEY GENERAL'S
OFFICE

445 Minnesota Street, Suite 1200

St. Paul, MN 55101-2130

(615) 757-1415

nate.brennaman@ag.state.mn.us

Assigned: 04/24/2012

representing

**STATE OF
MINNESOTA**

(Plaintiff)

Matthew J. Budzik

OFFICE OF THE CONNECTICUT
ATTORNEY GENERAL

Finance Department

P. O. Box 120

55 Elm Street

Hartford, CT 06141

(860) 808-5049

matthew.budzik@ct.gov

Assigned: 03/13/2012

representing

**STATE OF
CONNECTICUT**

(Plaintiff)

Elliot Burg

VERMONT OFFICE OF THE
ATTORNEY GENERAL

109 State Street

Montpelier, VT 05609

(802) 828-2153

Elliot.burg@state.vt.us

Assigned: 03/13/2012

representing

STATE OF VERMONT

(Plaintiff)

Victoria Ann Butler

OFFICE OF THE ATTORNEY
GENERAL, STATE FLORIDA

3507 East Frontage Road, Suite 325

Tampa, FL 33607

(813) 287-7950

(813) 281-5515

Victoria.Butler@myfloridalegal.com

Assigned: 03/13/2012

representing

STATE OF FLORIDA

(Plaintiff)

Nicholas George Campins
CALIFORNIA DEPARTMENT OF
JUSTICE-OFFICE OF THE ATTORNEY
GENERAL

Public Rights Division/Consumer Law
Section

455 Golden Gate Avenue, Suite 11000
San Francisco, CA 94102

(415) 703-5733

Nicholas.Campins@doj.ca.gov

Assigned: 03/19/2012

representing

**STATE OF
CALIFORNIA**
(Plaintiff)

Susan Ann Choe
OHIO ATTORNEY GENERAL

150 E Gay Street

23rd Floor

Columbus, OH 43215

(614) 466-1181

susan.choe@ohioattorneygeneral.gov

Assigned: 03/13/2012

representing

STATE OF OHIO
(Plaintiff)

Adam Harris Cohen

NEW YORK STATE OFFICE OF THE
ATTORNEY GENERAL

Bureau of Consumer Frauds & Protection

120 Broadway

New York, NY 10271

(212) 416-8622

Adam.Cohen2@ag.ny.gov

Assigned: 10/02/2013

representing

STATE OF NEW YORK
(Plaintiff)

John William Conway

KENTUCKY ATTORNEY GENERAL

700 Capital Avenue

State Capitol, Suite 118

Frankfort, KY 40601

(502) 696-5300

susan.britton@ag.ky.gov

Assigned: 09/04/2012

representing

**COMMONWEALTH OF
KENTUCKY**
(Plaintiff)

Robert Elbert Cooper

OFFICE OF THE TENNESSEE
ATTORNEY GENERAL

425 5th Avenue North
Nashville, TN 37243-3400
(615) 741-6474

bob.cooper@ag.tn.gov

Assigned: 04/27/2012

representing

STATE OF TENNESSEE
(Plaintiff)

Gerald J. Coyne

OFFICE OF THE ATTORNEY
GENERAL

150 South Main Street
Providence, RI 02903
(401) 274-4400 ext. 2257

gcoyne@riag.ri.gov

Assigned: 03/13/2012

representing

**STATE OF RHODE
ISLAND**
(Plaintiff)

Courtney Dankworth

DEBEVOISE & PLIMPTON LLP

919 Third Avenue
New York, NY 10022
(212) 909-6000

(212) 909-6836 (fax)

cmdankwo@debevoise.com

Assigned: 07/21/2014

representing

**J.P. MORGAN CHASE
& COMPANY**
(Defendant)

**JPMORGAN CHASE
BANK, N.A.**
(Defendant)

Brett Talmage DeLange

OFFICE OF THE IDAHO ATTORNEY
GENERAL

Consumer Protection Division
700 W. Jefferson Street
Boise, ID 83720
(208) 334-4114

bdelange@ag.state.id.us

Assigned: 03/13/2012

representing

STATE OF IDAHO
(Plaintiff)

James Bryant DePriest

ARKANSAS ATTORNEY GENERAL

Public Protection Department

323 Center Street, Suite 500

Little Rock, AR 72201

(501) 682-5028

jim.depriest@arkansasag.gov

Assigned: 03/13/2012

representing

STATE OF ARKANSAS

(Plaintiff)

Michael A. Delaney

NEW HAMPSHIRE ATTORNEY

GENERAL'S OFFICE

33 Capitol Street

Concord, NH 03301

(603) 271-1202

Assigned: 03/13/2012

representing

STATE OF NEW

HAMPSHIRE

(Plaintiff)

Caitlin A. Donovan

WACHTELL, LIPTON, ROSEN & KATZ

51 West 52nd Street

New York, NY 10019

(212) 403-1044

(212) 403-2044 (fax)

Assigned: 09/15/2014

representing

BAC HOME LOANS

SERVICING, LP

(Defendant)

BANK OF AMERICA

CORPORATION

(Defendant)

BANK OF AMERICA,

N.A.,

(Defendant)

Cynthia Clapp Drinkwater

ALASKA ATTORNEY GENERAL'S

OFFICE

1031 W. 4th Avenue, Suite 300

Anchorage, AK 99501

(907) 269-5200

cynthia.drinkwater@alaska.gov

Assigned: 03/13/2012

representing

STATE OF ALASKA

(Plaintiff)

David Dunn

HOGAN LOVELLS US LLP
875 Third Avenue
New York, NY 10022
(212) 918-3515
(212) 918-3100 (fax)
david.dunn@hoganlovells.com
Assigned: 10/30/2013

representing

**WELLS FARGO &
COMPANY**
(Defendant)

**WELLS FARGO BANK,
N.A.**
(Defendant)

William C. Edgar

UNITED STATES DEPARTMENT OF
JUSTICE
Civil Division, Commercial Litigation
Section
Frauds Section
601 D Street, N.W.
Room 9016
Washington, DC 20004
(202) 353-7950
(202) 616-3085 (fax)
william.edgar@usdoj.gov
Assigned: 01/07/2014

representing

**UNITED STATES OF
AMERICA**
(Plaintiff)

Susan Ellis

OFFICE OF THE ILLINOIS ATTORNEY
GENERAL
Consumer Fraud
100 West Randolph Street
Chicago, IL 60601
(312) 814-3000
sellis@atg.state.il.us
Assigned: 07/22/2014

representing

STATE OF ILLINOIS
(Plaintiff)

David T. Fischer

GRANT & EISENHOFER P.A.
1747 Pennsylvania Avenue, NW
Suite 875
Washington, DC 20006
(202) 386-9500
dfischer@gelaw.com
Assigned: 12/24/2013

representing

RAYMOND WRAY
TERMINATED:
03/18/2014
(Movant)

Parrell D. Grossman

OFFICE OF THE ATTORNEY
GENERAL
Consumer Protection and Antitrust
Division
Gateway Professional Center
1050 E. Interstate Avenue, Suite 300
Bismarck, ND 58503-5574
(701) 328-3404
pgrossman@nd.gov
Assigned: 03/13/2012

representing

**STATE OF NORTH
DAKOTA**
(Plaintiff)

Deborah Anne Hagan

ILLINOIS ATTORNEY GENERAL'S
OFFICE
Division of Consumer Protection
500 South Second Street
Springfield, IL 62706
(217) 782-9021
dhagan@atg.state.il.us
Assigned: 03/13/2012

representing

STATE OF ILLINOIS
(Plaintiff)

Christian Watson Hancock

BRADLEY ARANT BOULT
CUMMINGS LLP
100 North Tryon Street, Suite 2690
Charlotte, NC 28202
(704) 338-6005
Assigned: 10/16/2013

representing

**WELLS FARGO &
COMPANY**
(Defendant)

**WELLS FARGO BANK,
N.A.**
(Defendant)

Thomas M. Hefferon
GOODWIN PROCTER LLP
901 New York Avenue
Washington, DC 20001
(202) 346-4000
(202) 346-4444 (fax)
thefferon@goodwinprocter.com
Assigned: 09/12/2012

representing

**COUNTRYWIDE
FINANCIAL
CORPORATION**
(Defendant)

**COUNTRYWIDE
HOME LOANS, INC.**
(Defendant)

**COUNTRYWIDE
MORTGAGE
VENTURES, LLC**
(Defendant)

Charles W. Howle
OFFICE OF THE ATTORNEY
GENERAL
100 North Carson Street
Carson City, NV 89701
(775) 684-1227
(775) 684-1108 (fax)
whowle@ag.nv.gov
Assigned: 03/13/2012

representing

STATE OF NEVADA
(Plaintiff)

Brian P. Hudak
U.S. ATTORNEY'S OFFICE
555 Fourth Street, NW
Washington, DC 20530
(202) 252-2549
(202) 252-2599 (fax)
brian.hudak@usdoj.gov
Assigned: 08/13/2014

representing

**UNITED STATES OF
AMERICA**
(Plaintiff)

David W. Huey

WASHINGTON STATE OFFICE OF THE
ATTORNEY GENERAL

Consumer Protection Division

P. O. Box 2317

1250 Pacific Avenue

Tacoma, WA 98332-2317

(253) 593-5057

davidh3@atg.wa.gov

Assigned: 03/13/2012

representing

**STATE OF
WASHINGTON**
(Plaintiff)

David B. Irvin

OFFICE OF VIRGINIA ATTORNEY
GENERAL

Antitrust and Consumer Litigation Section

900 East Main Street

Richmond, VA 23219

(804) 786-4047

dirvin@oag.state.va.us

Assigned: 03/13/2012

representing

**COMMONWEALTH OF
VIRGINIA**
(Plaintiff)

Marty Jacob Jackley

OFFICE OF ATTORNEY GENERAL

1302 E. Highway 14, Suite 1

Pierre, SD 57501

(605) 773-4819

marty.jackley@state.sd.us

Assigned: 03/13/2012

representing

**STATE OF SOUTH
DAKOTA**
(Plaintiff)

William Farnham Johnson

FRIED, FRANK, HARRIS, SHRIVER &
JACOBSON LLP

One New York Plaza

24th Floor

New York, NY 10004

(212) 859-8765

Assigned: 11/02/2012

PRO HAC VICE

representing

**WELLS FARGO BANK
NATIONAL
ASSOCIATION**
(Defendant)

Abigail L. Kuzman

OFFICE OF THE INDIANA ATTORNEY
GENERAL

Consumer Protection Division
302 West Washington Street
5th Floor
Indianapolis, IN 46204
(317) 234-6843
Abigail.kuzman@atg.in.gov
Assigned: 03/13/2012

representing

STATE OF INDIANA
(Plaintiff)

Matthew James Lampke

OHIO ATTORNEY GENERAL

Mortgage Foreclosure Unit
30 East Broad Street
26th Floor
Columbus, OH 43215
(614) 466-8569
matthew.lampke@ohioattorneygeneral.gov
Assigned: 04/02/2012

representing

STATE OF OHIO
(Plaintiff)

Philip A. Lehman

ATTORNEY GENERAL STATE OF
NORTH CAROLINA

P.O. Box 629
Raleigh, NC 27602
(919) 716-6050
Assigned: 03/13/2012

representing

**STATE OF NORTH
CAROLINA**
(Plaintiff)

Matthew H. Lembke

BRADLEY ARANT BOULT
CUMMINGS LLP

One Federal Place
1819 Fifth Avenue North
Birmingham, AL 35203
(205) 521-8560
205-521-8800 (fax)
mlembke@ba-boult.com
Assigned: 10/16/2013

representing

**WELLS FARGO &
COMPANY**
(Defendant)

**WELLS FARGO BANK,
N.A.**
(Defendant)

Theresa C. Leshner
COLORADO ATTORNEY GENERAL'S
OFFICE
1300 Broadway
Ralph L. Carr Colorado Judicial Center -
7th Floor
Denver, CO 80203
(720) 508-6231
terri.lesher@state.co.us
Assigned: 02/03/2014

representing

STATE OF COLORADO
(Plaintiff)

Laura J. Levine
OFFICE OF THE NEW YORK STATE
ATTORNEY GENERAL
Consumer Frauds & Protection Bureau
120 Broadway
New York, NY 10271
(212) 416-8313
Laura.Levine@ag.ny.gov
Assigned: 10/02/2013

representing

STATE OF NEW YORK
(Plaintiff)

David Mark Louie
STATE OF HAWAII DEPARTMENT OF
THE ATTORNEY GENERAL
425 Queen Street
Honolulu, HI 96813
(808) 586-1282
david.m.louie@hawaii.gov
Assigned: 03/13/2012

representing

STATE OF HAWAII
(Plaintiff)

Robert R. Maddox
BRADLEY ARANT BOULT
CUMMINGS LLP
1819 5th Avenue N
One Federal Place
Birmingham, AL 35203
(205) 521-8454
(205) 488-6454
rmaddox@babco.com
Assigned: 05/07/2012

representing

**ALLY FINANCIAL,
INC.**
(Defendant)

**GMAC MORTGAGE,
LLC**
(Defendant)

**GMAC RESIDENTIAL
FUNDING CO., LLC**
(Defendant)

**RESIDENTIAL
CAPITAL, LLC**
(Defendant)

**OCWEN LOAN
SERVICING, LLC**
*(successors by assignment
to Residential Capital, LLC
and GMAC Mortgage, LLC)*

**GREEN TREE
SERVICING LLC**
*(successors by assignment
to Residential Capital, LLC
and GMAC Mortgage, LLC)*

**WELLS FARGO &
COMPANY**
(Defendant)

**WELLS FARGO BANK,
N.A.**
(Defendant)

Carolyn Ratti Matthews
ARIZONA ATTORNEY GENERAL
1275 West Washington
Phoenix, AZ 85007
(602) 542-7731
Catherine.Jacobs@azag.gov
Assigned: 04/23/2012

representing

STATE OF ARIZONA
(Plaintiff)

Robert M. McKenna
WASHINGTON STATE OFFICE OF THE
ATTORNEY GENERAL
1125 Washington Street, SE
Olympia, WA 98504-0100
(360) 753-6200
Rob.McKenna@atg.wa.gov
Assigned: 03/13/2012

representing

**STATE OF
WASHINGTON**
(Plaintiff)

Jill L. Miles
WEST VIRGINIA ATTORNEY
GENERAL'S OFFICE
Consumer Protection Division
1900 Kanawha Boulevard East
Capitol Complex, Building 1, Room 26E
Charleston, WV 25305
(304) 558-8986
JLM@WVAGO.GOV
Assigned: 04/24/2012

representing

**STATE OF WEST
VIRGINIA**
(Plaintiff)

Thomas J. Miller
IOWA DEPARTMENT OF JUSTICE
Administrative Services
Hoover State Office Building
1305 East Walnut Street
Des Moines, IA 50319
(515) 281-8373
Assigned: 03/13/2012

representing

STATE OF IOWA
(Plaintiff)

Theodore N. Mirvis

WACHTELL, LIPTON, ROSEN & KATZ

51 West 52nd Street

New York, NY 10019

(212) 403-1204

(212) 403-2204 (fax)

Assigned: 09/15/2014

representing

**BAC HOME LOANS
SERVICING, LP**

(Defendant)

**BANK OF AMERICA
CORPORATION**

(Defendant)

**BANK OF AMERICA,
N.A.,**

(Defendant)

Michael Joseph Missal

K & L Gates

1601 K Street, NW

Washington, DC 20006

(202) 778-9302

202-778-9100 (fax)

michael.missal@klgates.com

Assigned: 05/08/2012

representing

CITIGROUP, INC.

(Defendant)

**WELLS FARGO &
COMPANY**

(Defendant)

**WELLS FARGO BANK
NATIONAL
ASSOCIATION**

(Defendant)

James Patrick Molloy

MONTANA ATTORNEY GENERAL'S
OFFICE

215 N. Sanders
Helena, MT 59601
(406) 444-2026

Assigned: 03/13/2012

representing

STATE OF MONTANA
(Plaintiff)

Keith V. Morgan

U.S. ATTORNEY'S OFFICE

Judiciary Center Building
555 Fourth Street, NW
Washington, DC 20530

(202) 252-2537

(202) 252-2599 (fax)

keith.morgan@usdoj.gov

Assigned: 03/12/2012

representing

**UNITED STATES OF
AMERICA**
(Plaintiff)

Lucia Nale

MAYER BROWN LLP

71 South Wacker Drive
Chicago, IL 60606

(312) 701-7074

(312) 706-8663 (fax)

lnale@mayerbrown.com

Assigned: 03/13/2014

representing

CITIBANK, N.A.
(Defendant)

CITIGROUP, INC.
(Defendant)

CITIMORTGAGE, INC.
(Defendant)

Carl J. Nichols

WILMER CUTLER PICKERING HALE
& DORR LLP

1875 Pennsylvania Avenue, NW
Washington, DC 20006

(202) 663-6226

carl.nichols@wilmerhale.com

Assigned: 05/29/2013

representing

**BAC HOME LOANS
SERVICING, LP**
(Defendant)

**BANK OF AMERICA
CORPORATION**
(Defendant)

**BANK OF AMERICA,
N.A.,**
(Defendant)

**COUNTRYWIDE BANK,
FSB**
(Defendant)

Jennifer M. O'Connor
WILMER CUTLER PICKERING HALE
& DORR LLP
1875 Pennsylvania Avenue, NW
Washington, DC 20006
(202) 663-6110
(202) 663-6363 (fax)
jennifer.o'connor@wilmerhale.com
Assigned: 04/25/2012

representing

**BANK OF AMERICA
CORPORATION**
(Defendant)

**BANK OF AMERICA,
N.A.,**
(Defendant)

**BAC HOME LOANS
SERVICING, LP**
(Defendant)

**COUNTRYWIDE BANK,
FSB**
(Defendant)

Melissa J. O'Neill

OFFICE OF THE NEW YORK STATE
ATTORNEY GENERAL

Consumer Frauds and Protection Bureau
120 Broadway
New York, NY 10271
(212) 416-8133
melissa.o'neill@ag.ny.gov
Assigned: 10/02/2013

representing

STATE OF NEW YORK
(Plaintiff)

D. J. Pascoe

MICHIGAN DEPARTMENT OF
ATTORNEY GENERAL

Corporate Oversight Division
525 W. Ottawa
G. Mennen Williams Building, 6th Floor
Lansing, MI 48909
(517) 373-1160
pascoed1@michigan.gov
Assigned: 10/03/2012

representing

STATE OF MICHIGAN
(Plaintiff)

Gregory Alan Phillips

WYOMING ATTORNEY GENERAL'S
OFFICE

123 State Capitol Building
Cheyenne, WY 82002
(307) 777-7841
greg.phillips@wyo.gov
Assigned: 03/13/2012

representing

STATE OF WYOMING
(Plaintiff)

Andrew John Pincus

MAYER BROWN, LLP

1999 K Street, NW
Washington, DC 20006
(202) 263-3220
(202) 263-3300 (fax)
apincus@mayerbrown.com
Assigned: 01/21/2014

representing

CITIBANK, N.A.
(Defendant)

CITIGROUP, INC.
(Defendant)

CITIMORTGAGE, INC.
(Defendant)

Sanettria Glasper Pleasant
DEPARTMENT OF JUSTICE FOR
LOUISIANA
1885 North Third Street
4th Floor
Baton Rouge, LA 70802
(225) 326-6452
PleasantS@ag.state.la.us
Assigned: 03/13/2012

representing

STATE OF LOUISIANA
(Plaintiff)

Holly C Pomraning
STATE OF WISCONSIN DEPARTMENT
OF JUSTICE
17 West Main Street
Madison, WI 53707
(608) 266-5410
pomraninghc@doj.state.wi.us
Assigned: 03/13/2012

representing

STATE OF WISCONSIN
(Plaintiff)

Jeffrey Kenneth Powell
OFFICE OF THE NEW YORK
ATTORNEY GENERAL
120 Broadway
3rd Floor
New York, NY 10271-0332
(212) 416-8309
jeffrey.powell@ag.ny.gov
Assigned: 03/13/2012

representing

STATE OF NEW YORK
(Plaintiff)

Lorraine Karen Rak
STATE OF NEW JERSEY OFFICE OF
THE ATTORNEY GENERAL
124 Halsey Street
5th Floor
Newark, NJ 07102
(973) 877-1280
Lorraine.Rak@dol.lps.state.nj.us
Assigned: 03/13/2012

representing

**STATE OF NEW
JERSEY**
(Plaintiff)

J. Robert Robertson

HOGAN LOVELLS US LLP

555 13th Street, NW

Washington, DC 20004

(202) 637-5774

(202) 637-5910 (fax)

robby.robertson@hoganlovells.com

Assigned: 10/11/2013

representing

**WELLS FARGO &
COMPANY**

(Defendant)

**WELLS FARGO BANK,
N.A.**

(Defendant)

Corey William Roush

HOGAN LOVELLS US LLP

555 13th Street, NW

Washington, DC 20004

(202) 637-5600

corey.roush@hoganlovells.com

Assigned: 10/16/2013

representing

**WELLS FARGO &
COMPANY**

(Defendant)

**WELLS FARGO BANK,
N.A.**

(Defendant)

Bennett C. Rushkoff

OFFICE OF THE ATTORNEY
GENERAL

Public Advocacy Section

441 4th Street, NW, Suite 600-S

Washington, DC 20001

(202) 727-5173

(202) 727-6546 (fax)

bennett.rushkoff@dc.gov

Assigned: 03/13/2012

representing

**DISTRICT OF
COLUMBIA**

(Plaintiff)

John Ford Savarese

WACHTELL, LIPTON, ROSEN & KATZ

51 West 52nd Street

New York, NY 10019

(212) 403-1000

jfsavarese@wlrk.com

Assigned: 09/12/2014

representing

BAC HOME LOANS

SERVICING, LP

(Defendant)

BANK OF AMERICA

CORPORATION

(Defendant)

BANK OF AMERICA,

N.A.,

(Defendant)

William Joseph Schneider

ATTORNEY GENERAL'S OFFICE

111 Sewall Street

State House Station #6

Augusta, MA 04333

(207) 626-8800

william.j.schneider@Maine.gov

Assigned: 03/13/2012

representing

STATE OF MAINE

(Plaintiff)

Jeremy Travis Shorbe

OFFICE OF THE ARIZONA ATTORNEY

GENERAL

400 W. Congress Street, Suite S315

Tucson, AZ 85701

(520) 628-6504

Jeremy.Shorbe@azag.gov

Assigned: 10/23/2014

representing

STATE OF ARIZONA

(Plaintiff)

Mark L. Shurtleff

160 East 300 South
5th Floor
P.O. Box 140872
Salt Lake City, UT 8411-0872
(801) 366-0358
mshurtleff@utah.gov
Assigned: 03/13/2012

representing

STATE OF UTAH
(Plaintiff)

Abigail Marie Stempson

OFFICE OF THE NEBRASKA
ATTORNEY GENERAL
Consumer Protection Division
2115 State Capitol
Lincoln, NE 68509-8920
abigail.stempson@nebraska.gov
(402) 471-2811
Assigned: 03/13/2012

representing

STATE OF NEBRASKA
(Plaintiff)

Meghan Elizabeth Stoppel

OFFICE OF THE KANSAS ATTORNEY
GENERAL
120 SW 10th Avenue
2nd Floor
Topeka, KS 66612
(785) 296-3751
meghan.stoppel@ag.ks.gov
Assigned: 03/13/2012

representing

STATE OF KANSAS
(Plaintiff)

Jeffrey W. Stump

GEORGIA DEPARTMENT OF LAW
Regulated Industries
40 Capitol Square, SW
Atlanta, GA 30334
(404) 656-3337
jstump@law.ga.gov
Assigned: 03/13/2012

representing

STATE OF GEORGIA
(Plaintiff)

Michael Anthony Troncoso

CALIFORNIA ATTORNEY GENERAL'S
OFFICE

455 Golden Gate Avenue, Suite 14500
San Francisco, CA 94102
(415) 703-1008

Assigned: 03/13/2012

representing

**STATE OF
CALIFORNIA**
(Plaintiff)

Amber Anderson Villa

MASSACHUSETTS OFFICE OF THE
ATTORNEY GENERAL

Consumer Protection Division

One Ashburton Place

18th Floor

Boston, MA 02108

(617) 963-2452

amber.villa@state.ma.us

Assigned: 03/13/2012

representing

**COMMONWEALTH OF
MASSACHUSETTS**
(Plaintiff)

Simon Chongmin Whang

OREGON DEPARTMENT OF JUSTICE

Financial Fraud/Consumer Protection

1515 SW 5th Avenue, Suite 410

Portland, OR 97201

(971) 673-1880

simon.c.whang@doj.state.or.us

Assigned: 03/13/2012

representing

STATE OF OREGON
(Plaintiff)

Bridgette Williams Wiggins

MISSISSIPPI ATTORNEY GENERAL'S
OFFICE

550 High Street, Suite 1100

Jackson, MS 39201

(601) 359-4279

bwill@ago.state.ms.us

Assigned: 03/13/2012

representing

STATE OF MISSISSIPPI
(Plaintiff)

Amy Pritchard Williams

K & L GATES LLP
214 North Tryon Street
Charlotte, NC 28202
(704) 331-7429
Assigned: 11/02/2012
PRO HAC VICE

representing

**WELLS FARGO BANK
NATIONAL
ASSOCIATION**
(Defendant)

Alan McCrory Wilson

OFFICE OF THE SOUTH CAROLINA
ATTORNEY GENERAL
1000 Assembly Street
Room 519
Columbia, SC 29201
(803) 734-3970
Assigned: 03/13/2012

representing

**STATE OF SOUTH
CAROLINA**
(Plaintiff)

Katherine Winfree

OFFICE OF THE ATTORNEY
GENERAL OF MARYLAND
200 Saint Paul Place
20th Floor
Baltimore, MD 21201
(410) 576-7051
Assigned: 03/13/2012

representing

STATE OF MARYLAND
(Plaintiff)

Alan Mitchell Wiseman

COVINGTON & BURLING LLP
1201 Pennsylvania Avenue, NW
Washington, DC 20004
(202) 662-5069
(202) 778-5069 (fax)
awiseman@cov.com
Assigned: 01/29/2013

representing

CITIBANK, N.A.
(Defendant)

CITIGROUP, INC.
(Defendant)

CITIMORTGAGE, INC.
(Defendant)

Jennifer M. Wollenberg
FRIED, FRANK, HARRIS, SHRIVER &
JACOBSON, LLP
801 17th Street, NW
Washington, DC 20006
(202) 639-7278
(202) 639-7003 (fax)
jennifer.wollenberg@friedfrank.com
Assigned: 11/06/2012

representing

WELLS FARGO BANK
NATIONAL
ASSOCIATION
(Defendant)