



In this Report:

- i) *Company* means J.P. Morgan Chase & Company;
- 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 period described in Paragraph E.3 of Exhibit E upon completion of a CAP;
- vi) *Enforcement Terms* means the terms and conditions of the Judgment in Exhibit E;
- vii) *Exhibit or Exhibits* mean any one or more of the exhibits to the Judgment;
- viii) *Exhibit A* means Exhibit A to the Judgment;
- ix) *Exhibit D* means Exhibit D to the Judgment;
- x) *Exhibit D-1* means Exhibit D-1 to the Judgment;
- xi) *Exhibit E* means Exhibit E to the Judgment;
- xii) *Exhibit E-1* means Exhibit E-1 to the Judgment;
- xiii) *First Compliance Report* means the report I filed with the Court on June 18, 2013, regarding compliance by Servicer with the Servicing Standards, as evidenced by Metrics testing for Test Period 1 and Test Period 2;
- xiv) *Internal Review Group* or *IRG* means an internal quality control group established by Servicer that is independent from Servicer's mortgage servicing operations, as required by

Paragraph C.7 of Exhibit E, and *Internal Review Groups* or *IRGs* is a collective reference to all five Servicers' internal quality control groups;

xv) *Judgment* means the Consent Judgment (Case 1:12-cv-00361-RMC; Document 10) filed in the above-captioned matter on April 4, 2012;

xvi) *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;

xvii) *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 Servicer's satisfaction of the Consumer Relief Requirements, and the Monitor is Joseph A. Smith, Jr., who will be referred to in this Report in the first person;

xviii) *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;

xix) *Monitoring Committee* means the Monitoring Committee referred to in section B of Exhibit E;

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

xxi) *Primary Professional Firm* or *PPF* means BDO Consulting, a division of BDO USA, LLP, and the Primary Professional Firm will sometimes be referred to as BDO;

xxii) *Professionals* mean the Primary Professional Firm, Secondary Professional Firm 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;

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

xxiv) *Secondary Professional Firm* or *SPF* means Grant Thornton LLP, and references to *Secondary Professional Firms* or *SPFs* are to the five professional firms engaged by me and assigned by me, one to each of the Servicers;

xxv) *Servicer* means J.P. Morgan Chase Bank, N.A., and *Servicers* mean the following: (i) J.P. Morgan Chase Bank, N.A.; (ii) Ocwen Loan Servicing, LLC and Green Tree Servicing LLC, successors by assignment from Residential Capital, LLC and GMAC Mortgage, LLC; (iii) Bank of America, N.A.; (iv) CitiMortgage, Inc.; and, (v) Wells Fargo & Company and Wells Fargo Bank, N.A.;

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

xxvii) *Settlement* means the Judgment and the four other consent judgments entered into by the Servicers to settle the claims described in the Judgment and the other consent judgments;

xxviii) *System of Record* or *SOR* means Servicer's business records pertaining primarily to its mortgage servicing operations and related business operations, as more fully described in Section IV.B.3 below;

xxix) *Test Period 1* means the third calendar quarter of 2012, or the period from July 1, 2012, to September 30, 2012;

xxx) *Test Period 2* means the fourth calendar quarter of 2012, or the period from October 1, 2012 to December 31, 2012;

xxxi) *Test Period 3* means the first calendar quarter of 2013, or the period from January 1, 2013, to March 31, 2013;

xxxii) *Test Period 4* means the second calendar quarter of 2013, or the period from April 1, 2013, to June 30, 2013;

xxxiii) *Test Plans* means the testing methods and procedures used by the IRG to perform the test work and compute Metrics for each test period;

xxxiv) *Threshold Error Rate* means the error rate established under Exhibit E-1 which, when exceeded, is a Potential Violation;

xxxv) *Work Papers* means the documentation of the test work and assessments of the IRG with regard to the Metrics and Servicer's satisfaction of the Consumer Relief Requirements, which documentation is required to be sufficient for the PPF and SPF to substantiate and confirm the accuracy and validity of the work and conclusions of the IRG; and

xxxvi) *Work Plan* means the work plan established by agreement between Servicer and me, and not objected to by the Monitoring Committee, pursuant to Paragraphs C.11 through C.15 of Exhibit E.

## **II. Background**

### **A. Judgment**

On April 4, 2012, the Court entered five separate consent judgments, of which the Judgment is one. The consent judgments settled claims of alleged improper mortgage servicing practices against the Servicers by agencies of the United States, 49 States and the District of Columbia. As part of the Judgment, the government parties released certain claims against Servicer. The releases are set out in Exhibits B, F and G. In exchange for the releases, Servicer agreed, among other things, to:

- i) make direct payments to governments of \$1,121,188,661;<sup>1</sup>

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<sup>1</sup>Judgment, Section III, Paragraph 3.

ii) provide mortgage loan consumer relief to distressed borrowers, including principal forgiveness, refinancing, and other forms of mortgage loan consumer relief (Consumer Relief Requirements);<sup>2</sup>

iii) change Servicer's mortgage servicing practices by complying with the Servicing Standards;<sup>3</sup> and

iv) implement various protections for military personnel.<sup>4</sup>

Under the Judgment, I am required to report to the Court on Servicer's compliance with the Servicing Standards and satisfaction of the Consumer Relief Requirements thereunder. This Report is the second of a series of periodic reports required by the Judgment regarding compliance by Servicer with the Servicing Standards. The first report was the First Compliance Report, which I filed with the Court on June 18, 2013. In addition, on October 2, 2013, I filed with the Court amendments to Exhibits E and E-1 adding four new Metrics to the Enforcement Terms. Testing of two of these new Metrics will commence in the first calendar quarter of 2014 and two in the second calendar quarter of 2014.

I also filed with the Court on October 16, 2013, a report regarding Servicer's compliance with the Consumer Relief Requirements through December 31, 2012 and will file reports on its satisfaction of those requirements early in 2014.

#### **B. First Compliance Report**

As more fully described in the First Compliance Report, from the effective date of the Judgment through the filing of such report:

i) I selected Professionals, including the PPF and SPF, to assist me in the conduct of my work under the Judgment;

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<sup>2</sup>Exhibits D and D-1.

<sup>3</sup>Exhibit A.

<sup>4</sup>Exhibit H.

- ii) the Professionals and I negotiated Work Plans and related documents with Servicer;
- iii) Servicer designated an IRG, which was reviewed by my Professionals and me and determined to have the characteristics required by the Judgment;
- iv) Servicer implemented the Servicing Standards on a six-month schedule ending October 2012;
- v) the IRG tested the Metrics for which applicable Servicing Standards had been implemented prior to Test Period 1 and Test Period 2, respectively, pursuant to the Work Plan;
- vi) the IRG reported one Potential Violation for Test Period 1 with respect to Metric 29 (6.C.ii) (Force-Placed Insurance Termination) – Servicer had an error rate of 13.84% which exceeded the Threshold Error Rate of 5.00% for the metric;
- vii) the SPF, PPF and I confirmed the IRG’s conclusions regarding its testing for Test Period 1 and Test Period 2, including its determination of the existence of the Metric 29 Potential Violation;
- viii) as required by the Enforcement Terms, Servicer met with the Monitoring Committee on November 29, 2012 and explained to the Monitoring Committee the nature of the errors and discussed with the Monitoring Committee Servicer’s plans relative to the Metric 29 Potential Violation; and
- ix) in December, 2012, Servicer submitted to me a Corrective Action Plan (CAP) regarding the Metric 29 Potential Violation (as discussed more fully below).

I approved the CAP in December, 2012, finding that the proposed CAP, if satisfactorily implemented, should reasonably be expected to lower Servicer’s error rate below the Threshold Error Rate during the Cure Period. I did not determine whether Servicer’s noncompliance was

widespread<sup>5</sup> because of the manner in which Servicer's plan for remediation has addressed Servicer's noncompliance. As described in the First Compliance Report, Servicer voluntarily elected to identify all borrowers who had been potentially harmed since the effective date of the Judgment, which was prior to Servicer's implementation of the Servicing Standards associated with Metric 29, and remediate such harm. With the assistance of the SPF, PPF and Professionals, I determined that Servicer's CAP was satisfactorily completed in late April, 2013. A more detailed discussion of the CAP and its implementation, Servicer's related remediation activities, and Servicer's satisfactory completion of the Metric 29 CAP is set out in the First Compliance Report. My review of the results of the IRG's resumption of testing Metric 29 in the Cure Period, the completion of Servicer's remediation activities, and the SPF's confirmation of the IRG's testing and remediation efforts is further described in Section V of this Report.

### **III. Servicer – Performance of Obligations**

#### **A. IRG Testing and Quarterly Reports**

1. Testing. Pursuant to the Enforcement Terms and the Work Plan, the IRG conducts Metrics testing. In Test Period 3 and Test Period 4, the IRG conducted tests on all of the Metrics in effect under the Enforcement Terms, with the exception of Metric 29 and Metric 20, and Metrics 15, 16 and 17. Metric 29 was not tested in Test Period 3 because it was identified by the IRG as a Potential Violation in Test Period 1 and was under a CAP during Test Period 3. Ordinary metric testing by the IRG for Metric 29 resumed in Test Period 4, as more fully discussed in Section V. Metric 20 was not tested in Test Period 4 because it was identified by the IRG as a Potential Violation in Test Period 3 and was under a CAP during Test Period 4, as more fully discussed in Sections III.A.3.b and V.C below. Metrics 15, 16 and 17 were not tested in Test Period 3 and Test Period 4 because they are policy and procedure (P&P) Metrics that are tested annually and will be

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<sup>5</sup>Exhibit E, Paragraph E.5.



tested again in the third calendar quarter of 2013 (Test Period 5).

The Metrics tested in Test Period 3 and Test Period 4, and their respective Threshold Error Rates, are listed below, in Section III, Tables 1 and 2.

2. Sampling. The IRG uses a statistical sampling approach to evaluate Servicer's compliance with the Metrics subject to loan-level testing. The IRG selects a sample of loans randomly from one or more mortgage loan populations, as defined in the Work Plan for each Metric. In its loan-level testing, the IRG utilizes statistical parameters based on a 95% confidence level for Metrics testing, 5% estimated error rate, and a 2% margin of error. A 95% confidence level implies that one can be 95% confident the testing results would reflect the true results in the population. A 5% error rate means that one expects to find five errors in a sample of 100. A 2% margin of error implies that one can expect a 98% level of precision. Under the Work Plan, the size of the samples selected by the IRG from the appropriate mortgage loan populations must be statistically significant. The IRG selected larger sample sizes than the required statistically significant sample sizes in the event that additional sample loans are needed to replace sample loans that are not testable. Under the Work Plan, these non-testable loans are treated as "Not Applicable" and require replacement with other loans in the sample. The IRG documented its sampling procedures in its monthly population documents, which were part of the Work Papers provided to the PPF and SPF.

3. Quarterly Reports.

a. Test Period 3 Quarterly Report. On May 15, 2013, Servicer, through the IRG, submitted to me a Quarterly Report containing the results of the Compliance Review conducted by the IRG for the calendar quarter ending March 31, 2013. As shown in Table 1 below, based on the

testing activities required in the Work Plan, the IRG determined that the Threshold Error Rate had not been exceeded for any of the Metrics tested, except Metric 20.

**Table 1: Servicer's Metric Compliance Results for Test Period 3**

<b>Metric No.</b>	<b>Metric</b>	<b>Threshold Error Rate</b>	<b>Result</b>
1 (1.A)	Foreclosure Sale in Error	1%	Pass
2 (1.B)	Incorrect Modification Denial	5%	Pass
3 (2.A)*	Was Affidavit of Indebtedness (AOI) Properly Prepared	5%	Pass
4 (2.B)	Proof of Claim (POC)	5%	Pass
5 (2.C)	Motion for Relief from Stay (MRS) Affidavits	5%	Pass
6 (3.A)	Pre-foreclosure Initiation	5%	Pass
7 (3.B)	Pre-foreclosure Initiation Notifications	5%	Pass
8 (4.A)	Fee Adherence to Guidance	5%	Pass
9 (4.B)	Adherence to Customer Payment Processing	5%	Pass
10 (4.C)	Reconciliation of Certain Waived Fees	5%	Pass
11 (4.D)	Late Fees Adhere to Guidance	5%	Pass
12 (5.A)**	Third Party Vendor Management	N/A	Pass
13 (5.B)**	Customer Portal	N/A	Pass
14 (5.C)***	Single Point of Contact (SPOC)	5% <sup>6</sup>	Pass
18 (6.A)	Complaint Response Timeliness	5%	Pass
19 (6.B.i)	Loan Modification Document Collection Timeline Compliance	5%	Pass
20 (6.B.ii)	Loan Modification Decision/Notification Timeline Compliance	10%	Fail – 19.31%
21 (6.B.iii)	Loan Modification Appeal Timeline Compliance	10%	Pass
22 (6.B.iv)	Short Sale Decision Timeline Compliance	10%	Pass
23 (6.B.v)	Short Sale Document Collection Timeline Compliance	5%	Pass
24 (6.B.vi)	Charge of Application Fees for Loss Mitigation	1%	Pass

<sup>6</sup>Test Question 4 only.

<b>Metric No.</b>	<b>Metric</b>	<b>Threshold Error Rate</b>	<b>Result</b>
25 (6.B.vii.a)	Short Sales – Inclusion of Notice of Whether or Not a Deficiency Will Be Required	5%	Pass
26 (6.B.viii.a)	Dual Track – Referred to Foreclosure in Violation of Dual Track Provisions	5%	Pass
27 (6.B.viii.b)	Dual Track –Failure to Postpone Foreclosure in Violation of Dual Track Provisions	5%	Pass
28 (6.C.i)	Force-Placed Insurance (FPI) Timeliness of Notices	5%	Pass

*\*Indicates a Metric with two questions, one of which is tested on an overall basis (i.e., not a loan-level basis)*

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

*\*\*\*Indicates a Metric with three questions that are tested quarterly on a yes/no basis*

b. Test Period 4 Quarterly Report. On August 14, 2013, Servicer, through the IRG, submitted to me a Quarterly Report containing the results of the Compliance Review conducted by the IRG for the calendar quarter ending June 30, 2013. As shown in Table 2 below, based on the testing activities required in the Work Plan, the IRG determined that the Threshold Error Rate had not been exceeded for any of the Metrics tested, except Metric 6.

**Table 2: Servicer’s Metric Compliance Results for Test Period 4**

<b>Metric No.</b>	<b>Metric</b>	<b>Threshold Error Rate</b>	<b>Result</b>
1 (1.A)	Foreclosure Sale in Error	1%	Pass
2 (1.B)	Incorrect Modification Denial	5%	Pass
3 (2.A)*	Was Affidavit of Indebtedness (AOI) Properly Prepared	5%	Pass
4 (2.B)	Proof of Claim (POC)	5%	Pass
5 (2.C)	Motion for Relief from Stay (MRS) Affidavits	5%	Pass
6 (3.A)	Pre-foreclosure Initiation	5%	Fail – 5.63%

Metric No.	Metric	Threshold Error Rate	Result
7 (3.B)	Pre-foreclosure Initiation Notifications	5%	Pass
8 (4.A)	Fee Adherence to Guidance	5%	Pass
9 (4.B)	Adherence to Customer Payment Processing	5%	Pass
10 (4.C)	Reconciliation of Certain Waived Fees	5%	Pass
11 (4.D)	Late Fees Adhere to Guidance	5%	Pass
12 (5.A)**	Third Party Vendor Management	N/A	Pass
13 (5.B)**	Customer Portal	N/A	Pass
14 (5.C)***	Single Point of Contact (SPOC)	5% <sup>7</sup>	Pass
18 (6.A)	Complaint Response Timeliness	5%	Pass
19 (6.B.i)	Loan Modification Document Collection Timeline Compliance	5%	Pass
21 (6.B.iii)	Loan Modification Appeal Timeline Compliance	10%	Pass
22 (6.B.iv)	Short Sale Decision Timeline Compliance	10%	Pass
23 (6.B.v)	Short Sale Document Collection Timeline Compliance	5%	Pass
24 (6.B.vi)	Charge of Application Fees for Loss Mitigation	1%	Pass
25 (6.B.vii.a)	Short Sales – Inclusion of Notice of Whether or Not a Deficiency Will Be Required	5%	Pass
26 (6.B.viii.a)	Dual Track – Referred to Foreclosure in Violation of Dual Track Provisions	5%	Pass
27 (6.B.viii.b)	Dual Track –Failure to Postpone Foreclosure in Violation of Dual Track Provisions	5%	Pass
28 (6.C.i)	Force-Placed Insurance (FPI) Timeliness of Notices	5%	Pass
29 (6.C.ii)	FPI Termination	5%	Pass

*\*Indicates a Metric with two questions, one of which is tested on an overall basis (i.e., not a loan-level basis)*

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

*\*\*\*Indicates a Metric with three questions that are tested quarterly on a yes/no basis*

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<sup>7</sup>Test Question 4 only.

#### **IV. Monitor – Preparation, Due Diligence and Reviews of Quarterly Reports**

##### **A. Monitor and Professionals – Independence**

The Enforcement Terms provide that the Monitor and Professionals may not have any prior relationships with any of the Parties to the Judgment that would undermine public confidence in the objectivity of their work under the Judgment or any conflicts of interest with any of the Parties to the Judgment.<sup>8</sup> Prior to the commencement of the work summarized in this Report, the PPF, SPF, other Professionals and I each submitted a conflicts of interest analysis on the basis of which I determined that no prohibited relationships or conflicts of interest existed.

##### **B. IRG Due Diligence**

1. Overview. In accordance with the terms of the Work Plan and in furtherance of the requirements and obligations imposed upon me in the Enforcement Terms, I have undertaken, in conjunction with the PPF, the SPF and other Professionals, 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 due diligence included reviews and assessments of the IRG, including its independence. The reviews of Quarterly Reports included reviews of Work Papers and confirmation of the IRG's selection of testing populations, sampling processes, validation methodologies, and Metrics testing.

2. Review and Assessment of IRG. The IRG's qualifications and performance are subject to ongoing reviews and assessments by me. In Test Period 3 and Test Period 4, these reviews and assessments were undertaken primarily through the PPF's and SPF's continued interaction with the IRG. My findings with regard to the IRG are set out in the sub-paragraphs of this Section.

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<sup>8</sup>Exhibit E, Paragraph C.3.

a. Staffing. The IRG's manager-to-staff ratio for Test Period 3 and Test Period 4 was deemed adequate by the PPF and SPF to manage all the Metric testing requirements related to Test Period 3 and Test Period 4 and any Consumer Relief testing that was undertaken by the IRG during those test periods. To manage testing in Test Period 3 and Test Period 4, Servicer added testers and reviewers, as necessary, to address additional Metric testing. The additional staff members were added under and in accordance with a Servicer-developed and implemented staffing plan on which I reported in the First Compliance Report. This staffing plan, as represented by the IRG, included side-by-side training with existing IRG members and walk-throughs of the Metrics and related IRG-prepared Test Plans to gain an understanding of the Metrics and relevant SOR used for testing, and Servicer's mandatory on-line training courses.

b. Quality Controls and Independence. In the First Compliance Report, I reported on the IRG's processes and procedures to control quality and ensure independence of each member of the IRG. These processes and procedures, as represented by the IRG, included periodic meetings of the IRG management teams with the IRG analysts, Work Paper review prior to reporting to ensure quality and accuracy of testing, additional quality assurance testing to ensure completeness of documentation, and continued evaluation of IRG team member independence. The IRG's quality control review procedures required or included (i) a review of 100% of sampled loans where there was either a Fail or the reviewer documented an exception, such as for missing documentation or a question on whether there had been compliance with the relevant Servicing Standards, (ii) a review of 100% of sampled loans designated as Not Applicable, and (iii) a review of at least 25% of sampled loans designated as Pass. During its test work for Test Period 3 and Test Period 4, the SPF saw evidence of the application of these quality control procedures within the

Work Papers, including the names of the IRG members who reviewed each sampled loan, or items within each sampled loan.

c. Interaction of IRG, PPF and SPF. The interaction between the IRG and the PPF and SPF has continued to be professional, and the PPF and the SPF have continued to find the IRG to be receptive to their respective questions, comments and observations regarding testing and other aspects of the IRG's work. During its test work, the SPF identified instances where its results did not agree with the IRG's results. In those instances, consistent with the actions described in the First Compliance Report, the IRG either (i) investigated the facts and circumstances surrounding the items in question, made any necessary or appropriate changes to its Work Papers, and, where appropriate or applicable, selected additional sample loans to test or (ii) the IRG and SPF acknowledged differing conclusions and the SPF noted those differences in the SPF's reports for review by the PPF and me. The SPF concluded that any differences were not intentional, generally were the result of differing interpretations of relevant information or application of the Servicing Standards and ultimately did not impact overall testing results. Overall, no issues were identified with the IRG's qualifications, independence, competency, performance or ability to rely on its work and the ultimate resolution of such issues.

3. SOR.

a. General. Servicer's SOR is Servicer's business records and related processing application and storage systems pertaining primarily to Servicer's mortgage servicing operations and related business operations. Servicer has multiple servicing portfolios and SORs. The SOR is predominantly electronic data entered and maintained on both Servicer's internal technology platforms and external technology platforms maintained by third parties for use by Servicer. These technology platforms are in part integrated and in part stand-alone or segregated,

and include the following, among other things: Servicer's mortgage servicing platform; home equity line servicing platform; default processing platforms for mortgage loans, including home equity lines; platforms for tracking lender-placed insurance as well as consumer questions and complaints; job aid and measurement platforms for Servicer's personnel; and platforms for records archiving and retrieval. The SOR also includes records maintained in a tangible medium by either Servicer or third parties for Servicer. Under the terms of the Judgment, I am not charged with reviewing the SOR for the purpose of determining the accuracy and completeness of information in the SOR, or the functional integrity of the SOR. The Settlement, however, requires that an independent third party periodically review those parts of the SOR that pertain to account information for accuracy and completeness.<sup>9</sup>

b. SOR – Test Period 3 and Test Period 4. In addition to the overview of the SOR presented by Servicer as reported in the First Compliance Report, Servicer has provided the PPF and the SPF with information and explanations on the SOR that have been in sufficient detail for the PPF and the SPF to perform Metrics testing in Test Period 3 and Test Period 4. This information included documentation that mapped the appropriate SOR to each of the Metrics tested in Test Period 3 and Test Period 4. The IRG identified and explained approximately 27 sources of data within the SOR related to Test Period 3 and Test Period 4 Metrics. The SPF relied on the IRG to select mortgage loan testing populations from the proper sources within the SOR. The SPF, using information provided by the IRG, determined that the IRG's population selection and sampling were consistent with applicable procedures set out in the Work Plan and Test Plans developed by the IRG for testing the Metrics.

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<sup>9</sup>Exhibit A, Paragraph I.B.9.



**C. Quarterly Reports**

1. SPF's Activities.

a. SPF Preparation. As detailed in the First Compliance Report, the SPF conducted detailed reviews of the testing performed by the IRG. These reviews by the SPF required significant preparation by the SPF prior to the actual reviews of the IRG's work, including understanding Servicer's mortgage servicing operations, its SOR, and the IRG's testing protocols for each Metric, evaluation of the IRG's selection and identification of loan testing populations, and examination of the IRG's sampling processes and validation methodologies.

b. Fieldwork. In addition, the SPF performed confirmatory testing of sub-samples of items tested by the IRG. Similar to its review in Test Period 1 and Test Period 2, the SPF conducted off-site and on-site meetings with the IRG to understand Servicer's mortgage servicing operations and the relevant SOR related to the additional Metrics under review for the first time in Test Period 3. This included remote and in-person walk-throughs of the IRG's testing approach and Test Plans for each Metric subject to testing for the first time in Test Period 3 and any changes to the IRG's testing protocols in Test Period 4, as applicable. Based on these walk-throughs, the testing methodologies set forth in the Work Plan, interviews of the IRG management team and the documentation provided to the SPF by the IRG, the SPF, in conjunction with the PPF, formulated detailed Metric testing templates for the SPF to use in reviewing the Work Papers in connection with confirmation of the IRG's work for Test Period 3 and Test Period 4.

c. SPF Confirmation of IRG's Loan Testing Populations. In most instances, the IRG identified loan populations for testing each Metric (Loan Testing Population) monthly during each test period rather than once at the end of each test period; and typically the IRG provided the SPF with monthly or quarterly documentation of the IRG's Loan Testing Population procedures in its Work Papers, including its due diligence validation of those procedures and resulting

populations. Similar to Test Period 1 and Test Period 2, as discussed in detail in the First Compliance Report, the SPF reviewed and evaluated the evidence provided by the IRG for Test Period 3 and Test Period 4 and was able to satisfy itself that the IRG's procedures to validate each Loan Testing Population and the IRG's sample selection process were reasonable. The SPF's procedures in Test Period 3 and Test Period 4 were conducted with the same level of rigor described in the First Compliance Report. In addition, the SPF obtained and reviewed documentation from the IRG used to test each Metric. This information assisted the SPF in reviewing the IRG's procedures and results of its loan-level testing. It also evidenced the IRG's understanding of the population definitions pursuant to the Work Plan and the population identification and sample selection validation procedures performed by the IRG. Such validation procedures included a trend analysis of the Loan Testing Populations and monthly sample sizes and a review by the appropriate business unit personnel of the IRG's queries used to identify the Loan Testing Populations. Documentation of these reviews and analyses were included in the Work Papers and reviewed by the SPF. Based on the SPF's evaluation of the IRG's selection and identification of Loan Testing Populations for Test Period 3 and Test Period 4, the Loan Testing Populations used and documented by the IRG in its Work Papers conformed in all material respects to the Work Plan and the Enforcement Terms, including the IRG's review/verification of the accuracy and completeness of the populations.

d. SPF Confirmation of IRG's Sampling. As referenced above, the IRG performed monthly due diligence procedures to validate that the monthly Loan Testing Population for each Metric that was subject to loan-level testing in the relevant test period appeared reasonable with respect to completeness and accuracy. The SPF confirmed that the IRG followed the same sampling methodology in Test Period 3 and Test Period 4 that is described in detail in the First

Compliance Report. The SPF also reviewed and evaluated the IRG's sample selection process and validation methodologies for Test Period 3 and Test Period 4 and validated that the sampling process and validation methodologies used by the IRG, as documented in the IRG's Work Papers, conformed in all material respects to the Work Plan and the Enforcement Terms. The SPF's review and evaluation was conducted pursuant to parameters set forth in the Enforcement Terms and the Work Plan, and was supplemented by dialogue with the IRG.

2. SPF's Confirmation of IRG's Conclusions.

a. Timeframes. As described in the First Compliance Report, after the Quarterly Reports have been submitted to me, the SPF reviews the IRG's conclusions regarding whether Servicer has Passed or Failed Metrics that are subject to testing in any quarter. Similar to previous test periods, the SPF obtained remote access to the IRG's Work Papers via Servicer's hosted technology environment to perform its confirmatory testing for Test Period 3 and Test Period 4, which commenced on May 15, 2013 and August 15, 2013, respectively. During its on-site visits and at other times, the SPF conducted interviews of the IRG's management team, participated in discussions with other IRG and Servicer personnel, as needed, and obtained documentation from the IRG identifying and explaining the system platforms in the SOR utilized for each of the Metrics tested.

b. Work Papers. The SPF's confirmatory testing is conducted through a review of the Work Papers. As described in further detail in the First Compliance Report, the Work Papers reviewed by the SPF for each test period consist of analyses and other evidence to support the IRG's findings and conclusions, including borrower account documents and screen shots and other documentation from the SOR. Similar to previous test periods for each Metric tested, the SPF reviewed evidence provided by the IRG for each loan selected by the SPF for review, or policies

and procedures in place. Based on the SPF's independent review of each loan or policies and procedures, the SPF determined whether it concurred with the IRG's conclusions regarding Servicer's compliance with the Servicing Standards for each Metric tested. While performing its testing procedures, the SPF had ongoing discussions with the IRG to obtain clarification and additional documentation, as needed.

c. Confirmatory Testing on Sub-Samples and Selection. To confirm the adequacy of the testing and conclusions reached by the IRG, the SPF performed confirmatory testing on sub-samples of items tested by the IRG. Consistent with the procedures described in the First Compliance Report, the SPF determined the appropriate size of the sub-samples for loan-level testing and followed the same sub-sample selection methodology for Test Period 3 and Test Period 4 as it did in previous test periods. In so doing, the SPF was able to confirm that the work of the IRG was accurate and complete in all material respects by re-performing the test work conducted by the IRG, including reviewing the documents and other information considered by the IRG in reaching its overall metric testing conclusions. In addition, the SPF confirmed the appropriateness of the sample sizes chosen by the IRG by recalculating the sample sizes for each of the Loan Testing Populations for Metrics subject to loan-level testing in each of the relevant test periods.

Based on the procedures performed by the IRG and the SPF, as outlined in this Report and in more detail in the First Compliance Report, the total number of loans tested by the IRG and the total number of loans on which the SPF performed confirmatory testing are set out in Table 3, as follows:

**Table 3: Number of Loans Tested for Each Metric**

<b>Metric</b>	<b>IRG</b>	<b>SPF</b>
<i>Test Period 3</i>		
1 (1.A)	318	158
2 (1.B)	324	280
3 (2.A)	318	75
4 (2.B)	306	154
5 (2.C)	284	184
6 (3.A)	321	160
7 (3.B)	321	165
8 (4.A)	319	161
9 (4.B)	324	162
10 (4.C)	310	155
11 (4.D)	324	165
12 (5.A)	P&P	P&P
13 (5.B)	P&P	P&P
14 (5.C)	321	155
18 (6.A)	191	96
19 (6.B)	319	183
20 (6.B.ii)	321	0 <sup>10</sup>
21 (6.B.iii)	221	111
22 (6.B.iv)	314	203
23 (6.B.v)	327	164
24 (6.B.vi)	321	81
25 (6.B.vi.a)	316	156
26 (6.B.viii.a)	318	159
27 (6.B.viii.b)	318	160
28 (6.C.i)	320	318

<sup>10</sup> Servicer indicated it failed this Metric; as a result, the SPF did not perform its customary confirmatory testing of sub-samples of loans tested by the IRG for this Metric. Instead, as part of its testing of the Corrective Action Plan, the SPF reviewed a sub-sample of loans tested by the IRG to better understand the nature of the corrective actions necessary to remediate this Potential Violation.

<b>Metric</b>	<b>IRG</b>	<b>SPF</b>
<i>Test Period 4</i>		
1 (1.A)	318	159
2 (1.B)	321	151
3 (2.A)	317	79
4 (2.B)	305	151
5 (2.C)	283	134
6 (3.A)	320	0 <sup>11</sup>
7 (3.B)	320	159
8 (4.A)	327	139
9 (4.B)	364	172
10 (4.C)	309	149
11 (4.D)	326	140
12 (5.A)	P&P	P&P
13 (5.B)	P&P	P&P
14 (5.C)	323	78
18 (6.A)	200	34
19 (6.B.i)	318	130
21 (6.B.iii)	252	103
22 (6.B.iv)	318	144
23 (6.B.v)	319	131
24 (6.B.vi)	321	79
25 (6.B.vi.a)	316	76
26 (6.B.viii.a)	318	78
27 (6.B.viii.b)	317	153
28 (6.C.i)	315	127
29 (6.C.ii)	313	157

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<sup>11</sup>Id.

3. PPF Review of SPF Work. As described in the First Compliance Report in further detail, the PPF operated in a supervisory capacity to review the SPF's work in assessing Servicer's compliance. The PPF embedded Professionals in each of the SPF teams to engage in regular, on-going discussions and meetings among the IRG, SPF and my legal Professionals. This structure helped maintain consistency among the SPF teams with respect to the treatment of Servicers and the IRG's and SPF's testing protocols and Work Paper documentation for each Metric. Similar to previous test periods, the PPF 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 Metrics tested in Test Period 3 and Test Period 4.

## V. Potential Violations

### A. Overview

Under the Enforcement Terms, Servicer has a Potential Violation if Servicer has exceeded the Threshold Error Rate set for a Metric in a given quarter. If Servicer has a Potential Violation, Servicer has a right to cure the Potential Violation.<sup>12</sup> This cure is accomplished through Servicer's development of a Corrective Action Plan, or CAP, and subsequent completion of implementation of the corrective actions set out in the CAP. Pursuant to the Enforcement Terms, I am required to approve the CAP and then determine whether the CAP has been satisfactorily completed.<sup>13</sup> 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

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<sup>12</sup>Exhibit E, Paragraph E.2.

<sup>13</sup>Exhibit E, Paragraph E.3.

is the first full quarter after completion of a CAP, or a period of shorter duration if I determine that sufficient time remains in the quarter to adequately assess Servicer's compliance.

Servicer is also required to remediate, under my supervision, any material harm to particular borrowers identified in testing a Metric for which there is a Potential Violation, unless the Potential Violation so far exceeds the Threshold Error Rate for the Metric or unless other factors exist such that I deem the error to be widespread. If I determine an error is widespread, Servicer is required to remediate borrower harm in the entire population, not just the borrowers in the sample.

**B. Potential Violation – Metric 29**

1. Background. As described in the First Compliance Report, Servicer reported in its Quarterly Report for the quarter ending September 30, 2012 that it had failed Metric 29 (6.C.ii) based on the IRG's testing during Test Period 1. Metric 29 evaluates Servicer's compliance with the Servicing Standards regarding the timeliness of terminating force-placed insurance (FPI) and refunding premiums to affected borrowers and has a Threshold Error Rate of 5%. After review by the IRG and SPF, it was determined that Servicer had an error rate of 13.84%. As required by the Enforcement Terms, Servicer met and conferred with the Monitoring Committee concerning this Potential Violation on November 29, 2012. In December, 2012, Servicer submitted to me a CAP regarding the Metric 29 Potential Violation, which was approved by me on December 17, 2012. As part of my approval, as explained in more detail in the First Compliance Report, because Servicer voluntarily elected to identify all borrowers who had been potentially harmed since the effective date of the Judgment and remediate such harm, I did not have to determine whether Servicer's noncompliance was widespread.

2. Completion of Corrective Action Plan. I detailed the Metric 29 CAP completion process in the First Compliance Report. As previously explained, based on the results of the SPF's work, I determined that Servicer's CAP was satisfactorily completed in late April, 2013 as to the



CAP's corrective steps and that the Cure Period would begin in the second quarter of 2013 (Test Period 4). Servicer, through the IRG, asserted in its Test Period 4 Quarterly Report that it did not exceed the Threshold Error Rate for Metric 29 during the Cure Period, and the SPF confirmed the IRG's testing results regarding Servicer's compliance. As provided in the Enforcement Terms, Servicer's "Pass" result during the Cure Period means that the Test Period 1 Potential Violation of Metric 29 has been cured.

3. Remediation. The First Compliance Report indicated that further information on Servicer's remediation activities and my confirmation of such activities would be forthcoming. The SPF and PPF have completed their review of Servicer's voluntary remediation of all borrowers impacted by the Metric 29 Potential Violation from the effective date of the Judgment through April 30, 2013. This review included loan-level testing of Servicer's remediation activities through the end of February, 2013, and a review and analysis of remediation status reports generated by Servicer's DOJ Controls organization relative to Servicer's final remediation activities in the month of April, 2013. Based on the SPF's and PPF's review and the reports given to me regarding their review, I have determined that Servicer has satisfactorily completed its remediation activities relative to the Metric 29 Potential Violation.

**C. Potential Violation – Metric 20**

1. Background. In its Quarterly Report for the quarter ending March 31, 2013, based on the IRG's testing during Test Period 3, Servicer reported that it had failed Metric 20. This Metric measures Servicer's compliance with the Servicing Standards requiring approval or denial of a first lien loan modification application within 30 days of Servicer's receipt of all necessary documentation from the borrower and communication to the borrower of a denial decision within ten days of the decision. The Threshold Error Rate for Metric 20 is 10% and Servicer had an error rate of 19.31%. The SPF confirmed Servicer's failure when performing its confirmatory work

related to the Metrics for Test Period 3. As required by the Enforcement Terms, Servicer met and conferred with the Monitoring Committee concerning this Potential Violation on May 28, 2013. Also in late May, 2013, Servicer submitted to me a CAP regarding the Metric 20 Potential Violation, which was approved by me in June, 2013.

As stated above, Servicer's error rate for Metric 20 was 19.31%. Although the error rate was almost twice the Threshold Error Rate, I determined that Servicer's noncompliance was not widespread, based on the overall analysis of the error, including factors such as Servicer's difference in interpretation of the starting point for the 30-day assessment period under the Work Plan testing template and a subsequent correction to the IRG's testing protocol during Test Period 3. Consequently, Servicer needed only to remediate any material harm to particular borrowers identified as errors in the IRG's testing of Metric 20 during Test Period 3.

2. Nature of Errors. Servicer's root cause analysis of the Potential Violation revealed a single root cause that was accompanied by two contributing factors. The root cause was attributed to Servicer's measurement of the 30-day timeframe for reaching a loan modification application approval or denial decision from a later point in the application evaluation process than is appropriate under the Work Plan testing definitions. Because Servicer chose a later point for commencing measurement of the assessment process, Servicer allowed additional time to lapse prior to advancing borrower-submitted documents to underwriting, and also extended extra time between underwriting and quality control review, than would have been allowed had a shorter overall timeframe been targeted.

3. Corrective Action Plan and Remediation.

a. Corrective Action Plan. As described above, in late May, 2013, Servicer submitted to me a proposed CAP for its Potential Violation relative to Metric 20. With the

assistance of my Professionals, I evaluated the CAP and determined that it was 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 10% Threshold Error Rate for Metric 20. Accordingly, I approved the proposed CAP in June, 2013. The key corrective action steps described in Servicer's CAP are summarized as follows:

- i) create and monitor three new "Metric 20 Reports" to provide tracking and oversight of timelines based on Servicer's revised understanding of the Work Plan's testing definition, address potential delays in each phase of underwriting, and identify loans needing escalation as a loan modification request nears the timeline target;
- ii) re-train Servicer's personnel on the use of system notes and SOR coding to emphasize the importance of updating SOR coding to reflect activity recorded in the notes; and
- iii) perform statistically relevant testing to confirm that root cause issues were resolved.

While the CAP submitted to me by Servicer suggested there were no loan-level borrower harm issues requiring remediation, in my approval of the CAP, I instructed Servicer to develop a method to examine borrower harm related to the loan-level exceptions identified in the IRG's testing in Test Period 3. Factors that could lead to borrower harm include proceeding to judgment or order of sale as a result of foreclosure, assessment of any additional fees, the impact on the bankruptcy status as a result of a delayed modification decision, and effect from borrower's completion of a short sale potentially caused by a delay in Servicer's decision on the modification application. Based on subsequent analysis to investigate borrower harm related to the loan-level exceptions pursuant to my request, Servicer asserted that ultimately no borrower harm occurred

related to this Potential Violation. My Professionals reviewed Servicer's analysis and concurred with its assessment.

b. Implementation and Remediation. In the CAP, Servicer targeted full implementation of all corrective actions and process improvements it deemed necessary to cure the Potential Violation relative to Metric 20 by September 30, 2013. Servicer has asserted that it has completed such implementation within the targeted timeframe. Contemporaneous with this Report, I have issued a final determination that Servicer's CAP has been satisfactorily completed, and by agreement with Servicer, the Cure Period for Servicer's Potential Violation of Metric 20 will begin as of October 1, 2013 and formal testing will resume during the fourth quarter of 2013 (Test Period 6). In my next 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 20 during the Cure Period. In my next report, I also will include my findings on Servicer's remediation activities, as described above.

**D. Potential Violation – Metric 6**

1. Background. In its Quarterly Report for the quarter ending June 30, 2013, based on the IRG's testing during Test Period 4, Servicer reported that it had failed Metric 6, which evaluates Servicer's compliance with the Servicing Standards requiring that, before starting the foreclosure process, a loan be delinquent and accurate information be provided in a pre-foreclosure notification (PFN) letter sent to borrowers. The Threshold Error Rate for Metric 6 is 5% and Servicer had an error rate of 5.63% for Test Question 2, which requires that the information contained in the PFN letter to borrowers accurately state, among other things, the date of the last full payment made by the borrower, the principal balance due, and the date on which the interest rate may next reset or adjust. An error under Metric 6, Test Question 2 occurs when any of the required items is inaccurately stated in the PFN letter (within certain allowable tolerances, as to items involving

dollar amounts). The SPF confirmed Servicer's failure when performing its confirmatory work related to the Metrics for Test Period 4. On August 21, 2013, Servicer submitted to me a CAP regarding the Metric 6 Potential Violation, which was approved by me on August 23, 2013. As required by the Enforcement Terms, Servicer met and conferred with the Monitoring Committee concerning this Potential Violation on August 23, 2013.

Because the error rate for Metric 6 exceeded the Threshold Error Rate by only 0.63%, and in the absence of other factors indicating a widespread error, I concluded that Servicer's noncompliance was not widespread. Consequently, Servicer needed only to remediate any material harm to particular borrowers identified as errors in the IRG's testing of Metric 6 during Test Period 4. In spite of this reduced requirement, Servicer voluntarily chose to identify and remediate any harm experienced by all borrowers in active foreclosure in certain loan-type populations related to the source of the identified failure, described below.

2. Nature of Errors. Servicer's errors under Metric 6 were caused by a data mapping issue with the "Interest Rate Change Field" from the SOR to the PFN letter template for certain loan types. This data mapping issue related only to Test Question 2.e, which requires that the PFN letter sent to borrowers within 14 days of referral to foreclosure accurately state the date on which the interest rate may next reset or adjust.

3. Corrective Action Plan and Remediation.

a. Corrective Action Plan. As described above, Servicer submitted to me a proposed CAP on August 21, 2013. The CAP included two phases of implementation: an interim, manual solution capable of rapid execution, and a systematic, long-term solution involving more time-consuming computer reprogramming. Each solution was designed to ensure on-going compliance with the associated Servicing Standards. With the assistance of my Professionals, I

evaluated the CAP and determined that it was 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 5% Threshold Error Rate for Metric 6. Accordingly, in a letter dated August 23, 2013, I approved the proposed CAP. The key corrective action steps described in Servicer's proposed CAP are summarized as follows:

i) the interim solution suspends production of PFN letters related to the affected loan-type populations, implements an exception path for the affected loans so that the correct date field can be used in the PFN letters, implements quality control procedures for 100% of the affected loan-type populations, and establishes regular calls with leadership to facilitate problem resolution; and

ii) the long-term solution corrects the data mapping issue for the "Next Interest Rate Change Date" for the affected loan-type populations by implementing an internal action plan, which includes approving the functional design of the re-mapping of the "Next Interest Rate Change Date" field on the PFN letter template, approving the business review document, and performing additional quality control testing of the resulting implementation.

Subsequent to submission of its CAP for my approval, Servicer indicated it would remediate all impacted borrowers who were either in active foreclosure or suspended from collection efforts due to a pending bankruptcy at the time of the remediation, which in all cases included approximately 3,250 borrowers.

b. Implementation of CAP and Remediation. As of this Report, Servicer has reported to my SPF and PPF that it has implemented the interim, manual corrective actions, and based on the SPF's review of Servicer's implementation of those actions, it appears that Servicer has satisfactorily completed the interim, manual corrective actions. In addition, Servicer has agreed

that it has sufficiently progressed in its implementation of the long-term solution such that the Cure Period for Servicer's Potential Violation of Metric 6 will begin as of October 1, 2013 and formal testing will resume during the fourth quarter of 2013 (Test Period 6). Based on the foregoing, contemporaneous with this Report, I have issued a final determination that Servicer's CAP has been satisfactorily completed. In my next 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 6 during the Cure Period. In my next report, I also will include my findings on Servicer's remediation activities, as described above.

## **VI. Summary and Conclusion**

On the basis of the foregoing, and on a review of such other documents and information as I have deemed necessary, I find that:

i) neither I, as Monitor, nor any of the Professionals engaged by me under the Judgment have any prior relationship with Servicer or any other of the Parties to the Judgment that would undermine public confidence in our work and do not have any conflicts of interest with any Party;<sup>14</sup>

ii) the Internal Review Group

1) for Test Period 3 and Test Period 4 was independent from the line of business whose performance was being measured, in that it did not perform operational work on mortgage servicing and reported to the Chief Risk Officer of Servicer, who had no direct operational responsibility for mortgage servicing,<sup>15</sup>

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<sup>14</sup>Exhibit E, Paragraph C.3.

<sup>15</sup>Exhibit E, Paragraph C.7.

2) has the appropriate 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, and<sup>16</sup>

3) has personnel skilled at evaluating and validating processes, decisions and documentation utilized through the implementation of the Servicing Standards;<sup>17</sup> and

iii) the Threshold Error Rate was not exceeded for any of the Metrics reported on by the Quarterly Reports for the calendar quarters ending March 31, 2013, and June 30, 2013, except for Metric 20 where the error rate was 19.31%, exceeding the Threshold Error Rate of 10.00% in Test Period 3, and Metric 6 where the error rate was 5.63%, exceeding the Threshold Error Rate of 5.00% in Test Period 4.

As more fully described above, Servicer completed implementation of a CAP for Metric 29. I determined that the CAP's implementation had been satisfactorily completed by Servicer. Thereafter, the IRG's testing of Metric 29 resumed and the results for the Cure Period were reported in Servicer's Quarterly Report for the calendar quarter ended June 30, 2013 (Test Period 4), which the SPF and PPF have reviewed and concurred that Servicer was in compliance with Metric 29 for the Cure Period.

With respect to Metric 20, I have issued a final determination that Servicer's CAP has been satisfactorily completed, and by agreement with Servicer, the Cure Period for Servicer's Potential Violation of Metric 20 will begin as of October 1, 2013 and formal testing will resume during the fourth quarter of 2013 (Test Period 6). Regarding Metric 6, I have approved Servicer's CAP and based on information provided to me by my SPF, Servicer has successfully implemented the interim, manual corrective steps that are designed to cure the Potential Violation relative to Metric 6

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<sup>16</sup>Exhibit E, Paragraph C.8.

<sup>17</sup>Exhibit E, Paragraph C.9.



and is in the process of implementing the long-term corrective steps. Based on the foregoing, I have issued a final determination that Servicer's CAP for Metric 6 has been satisfactorily completed, and by agreement with Servicer, the Cure Period for Servicer's Potential Violation of Metric 6 will begin as of October 1, 2013 and formal testing will resume during the fourth quarter of 2013 (Test Period 6).

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 my Report. Immediately after filing this Report, I will provide a copy of this Report to Company's Board of Directors, or a committee of the Board designated by Servicer.<sup>18</sup>

I respectfully file this Report with the United States District Court for the District of Columbia on this, the 4<sup>th</sup> day of December, 2013.

/s/ Joseph A. Smith, Jr.

Joseph A. Smith, Jr.

Monitor

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<sup>18</sup>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 4<sup>th</sup> day of December, 2013.

/s/ Joseph A. Smith, Jr.

Joseph A. Smith, Jr.

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**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)*

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**BAC HOME LOANS  
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**COUNTRYWIDE BANK,  
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