

**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 CONSUMER RELIEF REPORT REGARDING DEFENDANT  
J.P. MORGAN CHASE BANK, N.A.**

The undersigned, Joseph A. Smith, Jr., in my capacity as Monitor under the Judgment (Case 1:12-cv-00361-RMC; Document 10) filed in the above-captioned matter on April 4, 2012 (“Judgment”), respectfully files with the United States District Court for the District of Columbia (“Court”) this Final Consumer Relief Report (“Report”) regarding J.P. Morgan Chase Bank, N.A.’s satisfaction, as of April 15, 2013, of its Consumer Relief obligations under the Judgment, as such obligations are set forth with more particularity in Exhibits D, D-1, and E thereto. This Report is filed in response to a request made to me by J.P. Morgan Chase Bank, N.A. pursuant to Section D.6 of Exhibit E to the Judgment.<sup>1</sup>

**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

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<sup>1</sup> This Report does not address satisfaction by J.P. Morgan Chase Bank, N.A. of its obligations for consumer relief under separate agreements with the States of California and Florida.

will have the meanings given them in the Judgment or the Exhibits attached thereto, as applicable. For convenience, a copy of the Judgment, without the signature pages of the Parties and including only Exhibits D, D-1, and E, is attached to this Report as Attachment 1.

In this Report:

i) *Actual Credit Amount* has the meaning given the term in Section III.E.2. of this Report;

ii) *Consumer Relief* has the meaning given to the term in Section II.A. of this Report and consists of one or more of the forms of Consumer Relief and a refinancing program set out in Exhibit D;

iii) *Consumer Relief Report* means Servicer's formal, written assertion as to the amount of Consumer Relief credit earned, which report is given to the IRG and is the basis on which the IRG performs a Satisfaction Review;

iv) *Consumer Relief Requirements* means Servicer's obligations in reference to Consumer Relief as set forth in Exhibits D and D-1;

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

vi) *Exhibit* or *Exhibits* mean any one or more of the exhibits to the Judgment;

vii) *Exhibit D* means Exhibit D to the Judgment;

viii) *Exhibit D-1* means Exhibit D-1 to the Judgment;

ix) *Exhibit E* means Exhibit E to the Judgment;

x) *First Testing Period* will have the meaning given to the term in Section III.F.1. of this Report and is the period from March 1, 2012, through December 31, 2012;

xi) *Interim Report* means the Interim Consumer Relief Report I filed with the Court on October 16, 2013, regarding Servicer's creditable Consumer Relief through December 31, 2012;

xii) *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;

xiii) *IRG Assertion or Assertion*, which is more fully defined in Section III.A. of this Report, refers to a certification given to me by the IRG regarding the credit amounts reported in Servicer's Consumer Relief Report;

xiv) *LTV* means loan-to-value ratio and is the quotient of the relevant mortgage loan amount divided by the fair market value of property that is subject to a mortgage;

xv) *Monitor* means and is a reference to the person appointed under the Judgment to oversee, among other obligations, 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;

xvi) *Monitor Report* or *Report* means this report;

xvii) *Monitoring Committee* means the Monitoring Committee referred to in Section B of Exhibit E;

xviii) *Participating Servicer* means one of the Servicers other than J.P. Morgan Chase Bank, N.A.;

xix) *Primary Professional Firm* or *PPF* means BDO Consulting, a division of BDO USA, LLP;

xx) *Professionals* mean the Primary 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;

xxi) *Reported Credit Amount* has the meaning given to the term in Section III.E.2. of this Report;

xxii) *Satisfaction Review* means a review conducted by the IRG to determine Servicer's satisfaction of the Consumer Relief Requirements, as required in paragraph C.7 of Exhibit E;

xxiii) *Second Testing Period* will have the meaning given to the term in Section II.E. of this Report and is the period from January 1, 2013, through April 15, 2013;

xxiv) *Secondary Professional Firm* or *SPF* means Grant Thornton LLP;

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 to 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) *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;

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

xxviii) *Testing Population* has the meaning given to the term in Section III.E. of this Report;

xxix) *Total Consumer Relief Funds* means the sum of the credit earned by Servicer as a result of the types of Consumer Relief set forth in Exhibit D-1, which Exhibit does not include relief through refinancing of loans;

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

xxxii) *Work Plan* means the work plan established by agreement between Servicer and me pursuant to paragraphs C.11 through C.15 of Exhibit E.

## II. Introduction

### A. *Forms of Consumer Relief*

As reported in the Interim Report, under the terms of the Judgment, Servicer is required to provide mortgage loan relief to certain distressed borrowers and a refinancing program to certain current borrowers who would not otherwise qualify for a refinance. The mortgage loan relief and refinancing program are required to be through one or more of the forms of consumer relief and a refinancing program set out in Exhibit D ("Consumer Relief"). These forms of Consumer Relief consist of:

- First Lien Mortgage Modifications<sup>2</sup>
- Second Lien Portfolio Modifications<sup>3</sup>

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<sup>2</sup> Exhibit D, ¶ 1; Exhibit D-1, ¶ 1. Creditable First Lien Mortgage Modifications include: Standard Principal Reduction Modifications (Exhibit D-1, ¶ 1.i); Forbearance Conversions (Exhibit D-1, ¶ 1.ii); Conditional Forgiveness Modifications (Exhibit D, ¶ 1.i); 180 DPD Modifications (Exhibit D, ¶ 1.f); FHA Principal Reductions (Exhibit D, ¶ 1.j(i)); and Government Modifications (Exhibit D, ¶ 1.j(ii)).

<sup>3</sup> Exhibit D, ¶ 2; Exhibit D-1, ¶ 2. Creditable Second Lien Portfolio Modifications include proprietary (non-MHA) second lien principal reductions, also known as "2.b Modifications" (Exhibit D, ¶ 2.b); second lien principal reductions based upon a completed non-HAMP first lien modification by a Participating Servicer in

- Other Credits
  - Enhanced Borrower Transitional Funds<sup>4</sup>
  - Short Sales and Deeds-in Lieu<sup>5</sup>
  - Deficiency Waivers<sup>6</sup>
  - Forbearance for Unemployed Borrowers<sup>7</sup>
  - Anti-Blight Loss Mitigation Activities<sup>8</sup>
  - Benefits for Servicemembers<sup>9</sup>
- Refinancing Program<sup>10</sup>

*B. Consumer Relief – Eligibility Criteria and Earned Credits*

As reflected in Exhibit D, each of the forms of Consumer Relief has unique eligibility criteria and modification requirements. In order for Servicer to receive credit with respect to Consumer Relief activities on any mortgage loan, these eligibility criteria and modification requirements must be satisfied with respect to such mortgage loan and such satisfaction has to be validated by me in accordance with Exhibits D, D-1 and E. As shown in the Interim Report, the

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the Settlement, also known as “2.c Modifications” (Exhibit D, ¶ 2.c); second lien modifications conducted through the Making Home Affordable Program (including 2MP), the FHA Short Refinance Second Lien Program (FHA2LP) or the HFA Hardest Hit Fund (or any other appropriate governmental program), also known as “2.d Modifications” or “second lien government modifications” (Exhibit D, ¶ 2.d); and second lien extinguishments to support the future ability of individuals to become homeowners, also known as “2.e Extinguishments” (Exhibit D, ¶ 2.e).

<sup>4</sup> Exhibit D, ¶ 3; Exhibit D-1, ¶ 3.

<sup>5</sup> Exhibit D, ¶ 4; Exhibit D-1, ¶ 4. Creditable loss mitigation transaction types in the context of Short Sales and Deeds-in-Lieu include payments made to an unrelated second lien holder for release of a second lien in connection with a completed Short Sale or Deed-in-Lieu (Exhibit D-1, ¶ 4.i); acceptance of a short sale, forgiveness of a deficiency and release of lien on a first lien loan or second lien loan (including extinguishment of an owned second lien) in connection with a successful short sale or deed-in-lieu (Exhibit D, ¶ 4.b and c; Exhibit D-1, ¶ 4.ii, iii and iv); and extinguishment of an owned second lien to facilitate a short sale or deed-in-lieu successfully conducted by a Participating Servicer (Exhibit D, ¶ 4.d; Exhibit D-1, ¶ 4.iv).

<sup>6</sup> Exhibit D, ¶ 5; Exhibit D-1, ¶ 5.

<sup>7</sup> Exhibit D, ¶ 6; Exhibit D-1, ¶ 6.

<sup>8</sup> Exhibit D, ¶ 7; Exhibit D-1, ¶ 7. Creditable Anti-Blight Loss Mitigation Activities include forgiveness of principal associated with a property where Servicer does not pursue foreclosure (Exhibit D-1, ¶ 7.i); payment of cash for demolition of property (Exhibit D-1, ¶ 7.ii); and REO properties donated to accepting municipalities, nonprofits, disabled servicemembers or relatives of deceased servicemembers (Exhibit D-1, ¶ 7.iii).

<sup>9</sup> Exhibit D, ¶ 8.

<sup>10</sup> Exhibit D, ¶ 9.

credits earned can vary based on timing, the form of Consumer Relief, and the transaction type within each form.

With respect to the requirements pertaining to timing, Servicer may receive additional credit against its Consumer Relief Requirements for amounts credited pursuant to its Refinancing Program and for principal forgiveness in First Lien Mortgage Modifications and Second Lien Portfolio Modifications. This additional credit is in the amount of 25% of the actual credits earned on the foregoing activities completed on or after March 1, 2012, and implemented on or before February 28, 2013.<sup>11</sup> In contrast to the foregoing incentive for promptness, Servicer will incur a penalty of 125% of its unmet Consumer Relief Requirements if it does not meet all of its Consumer Relief Requirements within three years of March 1, 2012. That penalty will increase to 140% of its unmet Consumer Relief Requirements in cases in which Servicer also has failed to complete 75% of its total Consumer Relief Requirements within two years of March 1, 2012.<sup>12</sup>

With respect to the requirements applicable to the forms of Consumer Relief and the transaction types within each form, on an aggregate basis, at least 85% of the first lien mortgages on occupied properties for which Servicer may get credit for First Lien Mortgage Modifications must have an unpaid principal balance before capitalization at or below the highest GSE conforming loan limit caps as of January 1, 2010;<sup>13</sup> at least 30% of Servicer's Total Consumer Relief Funds must be through First Lien Mortgage Modifications; and at least 60% of Servicer's Total Consumer Relief Funds must be through a combination of First Lien Mortgage

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<sup>11</sup> Exhibit D, ¶ 10.a, b. Under the Judgment, March 1, 2012, is Servicer's "Start Date" for its Consumer Relief activities.

<sup>12</sup> Exhibit D, ¶ 10.c, d. Servicer satisfied its Consumer Relief Requirements within time periods that avoid the imposition of any of the penalties set out in Exhibit D, ¶ 10.c, d.

<sup>13</sup> Exhibit D, ¶ 1.b.

Modifications and Second Lien Portfolio Modifications.<sup>14</sup> In contrast, no more than 12.5%, 5%, 10% and 12% of Servicer's Total Consumer Relief Funds may be through Forbearance Conversions, Enhanced Borrower Transitional Funds, Deficiency Waivers and Anti-Blight Loss Mitigation Activities, respectively.<sup>15</sup>

Finally, with respect to the requirements applicable to the forms of Consumer Relief on the basis of transaction types, there are differences in eligibility requirements and crediting methodology for transaction types within each of the forms of Consumer Relief; there are also differences in eligibility requirements and crediting methodology among the various forms of Consumer Relief. These differences were explained in detail in Section II.B.4 of the Interim Report, and, as set out in that Section, in general, credit amounts for these types of relief are derived by multiplying the actual relief afforded to the borrower by a multiplier of between \$0.05 and \$1.00, depending upon a variety of factors, including, for example, the type of relief given, the loan's pre-modification LTV, the borrower's delinquency status and whether Servicer owns the loan or is servicing it for third party investors.<sup>16</sup> The credit amount for a refinanced loan is calculated by multiplying the difference between the pre-modification and post-modification interest rates by the unpaid principal balance and then multiplying the resulting product by a multiplier based upon the period of time during which the loan's reduced interest rate is to be in effect.<sup>17</sup>

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<sup>14</sup> Exhibit D-1. The requirement that at least 30% of Servicer's Total Consumer Relief Funds be through first lien modifications can be adjusted by 2.5% for excess refinancing program credits above the minimum amount required, and the requirement that at least 60% of Servicer's Total Consumer Relief Funds be through first and second lien modifications can be adjusted by 10% for excess refinancing program credits above the minimum amounts required. Exhibit D, ¶ 9.f; Exhibit D-1, ¶¶ 1, 2.

<sup>15</sup> Exhibit D-1.

<sup>16</sup> Exhibit D-1.

<sup>17</sup> Exhibit D, ¶ 9.e.

*C. Consumer Relief – Servicer’s Obligations*

Under the terms of the Judgment, Servicer is obligated to provide \$4,212,400,000 in Consumer Relief. Servicer’s Consumer Relief Requirements are allocated as follows: \$3,675,400,000 of relief to consumers who meet the eligibility requirements in paragraphs 1-8 of Exhibit D; and, \$537,000,000 of refinancing relief to consumers who meet the eligibility requirements of paragraph 9 of Exhibit D.

*D. Consumer Relief – Monitor’s Obligations*

The Judgment requires that I determine whether Servicer has satisfied the Consumer Relief Requirements in accordance with the authorities provided in the Judgment and report my findings to the Court in accordance with the provisions of Sections D.3 through D.5 of Exhibit E.<sup>18</sup> Under Section D.5 of Exhibit E, I am required to file my report with the Court after each Satisfaction Review and I am required to include in my report the number of borrowers assisted and credited activities conducted by Servicer pursuant to the Consumer Relief Requirements. I am also required to include in my report any material inaccuracies identified in prior State Reports filed by Servicer.<sup>19</sup> In addition, under Section D.6 of Exhibit E, at the request of the Servicer and provided that I am satisfied that Servicer has discharged its obligations in regard to the Consumer Relief Requirements, I am required to certify that Servicer has, in fact, discharged those obligations. In the Interim Report, I reported that Servicer had earned, through December 31, 2012, the following Consumer Relief Credit:<sup>20</sup>

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<sup>18</sup> Exhibit E, ¶ C.5.

<sup>19</sup> Exhibit E, ¶ D.5. The Judgment requires that the Servicer, following the end of each quarter, “transmit to each state a report (‘State Report’) including general statistical data on Servicer’s servicing performance, such as aggregate and state-specific information regarding the number of borrowers assisted and credited activities conducted pursuant to the Consumer Relief Requirements, as described in Schedule Y.” Exhibit E, ¶ D.2.

<sup>20</sup> In addition, in the Interim Report, I found that: (i) I had no reason to believe that Servicer had failed to comply with all of the requirements of Exhibit D to the Judgment, including those that are not subject to crediting (the

*Table 1*

<b>Type of Relief</b>	<b>Loan Count</b>	<b>Earned Credit Amount</b>
<b>First Lien Mortgage Modifications</b>	<b>17,554</b>	<b>\$1,103,554,385</b>
Principal Forgiveness	1,065	\$60,543,073
Forbearance Forgiveness	5,863	\$211,630,443
Conditional Forgiveness	645	\$52,306,288
180 Days Past Due with Forgiveness	3,626	\$411,202,347
Federal Program Forgiveness	6,355	\$367,872,234
<b>Second Lien Portfolio Modifications</b>	<b>38</b>	<b>\$846,360</b>
2.c Modifications	38	\$846,360
<b>Refinancing Program</b>	<b>12,342</b>	<b>\$606,127,639</b>
<b>Other Creditable Items</b>	<b>56,156</b>	<b>\$1,679,929,992</b>
Enhanced Borrower Transitional Funds	9,525	\$136,957,159
Payment to an Unrelated 2 <sup>nd</sup> Lien Holder	1,750	\$9,780,918
Short Sales	44,324	\$1,495,692,789
REO Properties Donated	557	\$37,499,126
<b>Total Consumer Relief Programs</b>	<b>86,090</b>	<b>\$3,390,458,376</b>

*E. Consumer Relief – Servicer’s Request*

On May 15, 2013, after completing a Satisfaction Review, the IRG submitted to me an IRG Assertion on the amount of Consumer Relief credit that Servicer had claimed to have earned from January 1, 2013, through April 15, 2013 (“Second Testing Period”).<sup>21</sup> Servicer has requested that, in addition to reporting on the IRG Assertion, I review its crediting activity for the Second Testing Period, validate that the amount of credit claimed in the IRG Assertion is

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“Non-Creditable Requirements”), for the period extending from March 1, 2012, to December 31, 2012; and (ii) I had not identified any material inaccuracies in the State Reports filed by Servicer for the quarter ending December 31, 2012.

<sup>21</sup> The May 15, 2013, IRG Assertion for the Second Testing Period was amended on August 13, 2013, and January 6, 2014, to reflect adjustments to Program to Date Consumer Relief credit totals resulting from errors identified during the Monitor’s review of the IRG Assertion for the First Testing Period and discussed in the Interim Report. These amendments to the IRG Assertions did not make adjustments to the amount of relief being claimed by Servicer for the Second Testing Period.

accurate and in accordance with Exhibits D and D-1, and certify that it has fully satisfied its Consumer Relief Requirements.

### **III. Review – Certification of Full Satisfaction**

#### *A. Overview*

The IRG is charged with performing, among other reviews, a Satisfaction Review after Servicer asserts that it has satisfied its Consumer Relief Requirements.<sup>22</sup> Once the IRG completes a Satisfaction Review, the IRG is required to report the results of that work to me through an IRG Assertion. When I receive an IRG Assertion, with my Primary Professional Firm, I undertake necessary confirmatory due diligence and validation of Servicer's claimed Consumer Relief credits as reflected in the IRG Assertion and then file with the Court a report regarding my findings. As noted above in Section II.E, this Report pertains to my findings regarding an IRG Assertion covering the Second Testing Period. Also, as noted above, at Servicer's request, this Report includes my determination regarding Servicer's satisfaction of its Consumer Relief Requirements.

#### *B. Consumer Relief Satisfaction Review Process*

In order to better accomplish the processes outlined in Section III.A above, Servicer and I agreed upon, and the Monitoring Committee did not object to, a Work Plan that, among other things, sets out the testing methods, procedures and methodologies that are to be used relative to confirmatory due diligence and validation of Servicer's claimed Consumer Relief under Exhibits D and D-1. As contemplated in, and in furtherance of, the Work Plan, Servicer and I also agreed upon Testing Definition Templates that outline the testing methods and process flows to be utilized to assess whether, and the extent to which, the credits Servicer would be claiming for its

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<sup>22</sup> Exhibit E, ¶ C.7.

Consumer Relief activities were earned credits, that is, credits that could be applied toward satisfaction of Servicer's Consumer Relief Requirements. The testing methods and process flows are described in detail in Section III.B. of the Interim Report, and as set out in that Section, they entail the examination and testing by each of the IRG and the PPF of creditable activities, together with calculations based on the results of those examinations; and for some types of Consumer Relief transaction types, the review of state laws relative to the transaction types and the relief claimed by Servicer. In addition, they include both in-person and web-based meetings by the PPF with the IRG and the PPF's unfettered access to the IRG and the IRG's Work Papers during the PPF's confirmatory due diligence and validation of Servicer's assertions relative to its Consumer Relief activities.

*C. Servicer's Assertions*

In Servicer's Consumer Relief Report submitted to the IRG, Servicer claimed that for the Second Testing Period it was entitled to claim credit in the amount of \$1,073,065,834 pursuant to Exhibits D and D-1. Approximately 80% of the credit was a result of relief afforded to borrowers on loans in Servicer's mortgage loan portfolio that is held for investment; and the remainder was a result of relief afforded to borrowers on loans that Servicer was servicing for other investors. Approximately 70% of Servicer's claimed credit was through First Lien Mortgage Modifications and nearly 29% was through Second Lien Portfolio Modifications. Refinance Relief made up more than 1% of Servicer's claimed credit. A breakdown of the Consumer Relief credit, by type of relief, claimed by Servicer for the Second Testing Period is set forth in Table 2, below<sup>23</sup>:

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<sup>23</sup> Throughout this report, one dollar differences in totals are the result of rounding.

*Table 2*

<b>Type of Relief</b>	<b>Loan Count</b>	<b>Claimed Credit Amount</b>
<b>First Lien Mortgage Modifications</b>	<b>8,868</b>	<b>\$747,942,336</b>
Principal Forgiveness	671	\$46,529,189
Conditional Forgiveness	4	\$303,783
180 Days Past Due with Forgiveness	4,033	\$442,299,083
Federal Program Forgiveness	4,160	\$258,810,281
<b>Second Lien Portfolio Modifications</b>	<b>30,249</b>	<b>\$307,826,432</b>
2.b Modifications	1,518	\$21,543,213
2.c Modifications	53	\$1,227,697
2.d Modifications	2,279	\$34,655,662
2.e Extinguishments	26,399	\$250,399,860
<b>Refinancing Program</b>	<b>346</b>	<b>\$17,297,065</b>
<b>Total Consumer Relief Programs</b>	<b>39,463</b>	<b>\$1,073,065,834</b>

*D. Internal Review Group's Satisfaction Review*

After submitting its IRG Assertion on May 15, 2013, the IRG reported to me the results of its Satisfaction Review, which report concluded that:

- i) the Consumer Relief asserted by Servicer for the Second Testing Period was based upon completed transactions that were correctly reported by Servicer;
- ii) Servicer had correctly credited such Consumer Relief activities, so that the claimed amount of credit is correct;
- iii) the claimed Consumer Relief correctly reflected the requirements, conditions and limitations, set forth in Exhibits D and D-1; and
- iv) Servicer had fully satisfied its Consumer Relief Requirements as set forth in Exhibits D and D-1.

According to the IRG's report to me, its Satisfaction Review was based on a detailed review of Servicer's relevant records and on statistical sampling to a 99% confidence level.<sup>24</sup> The report of the IRG with regard to its Satisfaction Review was accompanied by the IRG's Work Papers reflecting its review and analysis.

*E. IRG Testing and Confirmation as to Consumer Relief Credit Earned*

1. Population Definition/Sampling Approach. The IRG's testing of Servicer's Consumer Relief Report as to the amount of Consumer Relief credit earned first involved the IRG randomly selecting three statistically valid samples from all mortgage loans receiving Consumer Relief for which Servicer sought credit in the Second Testing Period. Each of these samples was drawn from one of three separate and distinct categories, each of which was treated as a testing population ("Testing Population"). These Testing Populations were: (i) First Lien Mortgage Modifications,<sup>25</sup> including standard principal reduction modifications, conditional forgiveness modifications, 180 DPD modifications and government modifications; (ii) Second Lien Portfolio Modifications,<sup>26</sup> including second lien standard principal reduction modifications, second lien principal reductions based upon a completed non-HAMP first lien modification by a Participating Servicer, second lien government modifications and second lien principal extinguishments; and (iii) Refinancing Program.<sup>27</sup> The samples for each of these Testing Populations were selected in each testing period utilizing an Excel-based Sample Size Calculator. In determining the sample size, the IRG, in accordance with the Work Plan, utilized a

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<sup>24</sup> Confidence level is a measure of the reliability of the outcome of a sample. A confidence level of 99% in performing a test on a sample means there is a probability of at least 99% that the outcome from the testing of the sample is representative of the outcome that would be obtained if the testing had been performed on the entire population.

<sup>25</sup> Exhibit D, ¶ 1

<sup>26</sup> Exhibit D, ¶ 2

<sup>27</sup> Exhibit D, ¶ 9. In its Consumer Relief Report for the Second Testing Period, Servicer did not claim any credit as a result of transactions that comprise the Other Testing Population. See, Exhibit D, ¶¶ 3 – 7; Interim Report, Section III.E.

99% confidence level (one-tailed), 2.5% estimated error rate and 2% margin of error approach. The total number of loans in each Testing Population and the number of loans tested by the IRG, which number was equal to the number the Servicer and I had contemplated when developing the Work Plan, are set forth in Table 3, below:

**Table 3**

<b>Testing Population</b>	<b>Number of Loans in Credit Population</b>	<b>Total Reported Credit Amount</b>	<b>Number of Loans in IRG Sample</b>	<b>Total Reported Credit Amount in IRG Sample</b>
<b>First Lien Mortgage Modifications</b>	8,868	\$747,942,336	319	\$24,412,394
<b>Second Lien Portfolio Modifications</b>	30,249	\$307,826,432	328	\$3,274,959
<b>Refinancing Program</b>	346	\$17,297,065	170	\$9,098,817
<b>Total Consumer Relief Programs</b>	<b>39,463</b>	<b>\$1,073,065,834</b>	<b>817</b>	<b>\$36,786,170</b>

2. Approach to Testing Loans. For each of the loans in the samples drawn from the three Testing Populations, the IRG conducted an independent review to determine whether the loan was eligible for credit and the amount of credit reported by Servicer was calculated correctly. The IRG executed this review pursuant to and in accordance with the Testing Definition Templates and related test plans for each of the three Testing Populations by accessing from Servicer's System of Record the various data inputs required to undertake the eligibility determination and credit calculation for each loan. The IRG's process for testing is set out in Section III.E.2 of the Interim Report.

After verifying the eligibility and recalculating credit for all loans in the sample for each Testing Population, the IRG calculated the sum of the recalculated credits for the sample for each Testing Population ("Actual Credit Amount") and compared that amount against the amount of credit claimed by Servicer for the sample of the respective Testing Population ("Reported Credit

Amount”). According to the Work Plan, if the Actual Credit Amount equals the Reported Credit Amount or if the Reported Credit Amount is not more than 2.0% greater or less than the Actual Credit Amount for any of the three Testing Populations, the Reported Credit Amount will be deemed correct and Servicer’s Consumer Relief Report will be deemed to have passed the Satisfaction Review and will be certified by the IRG to me. If, however, the IRG determined that the Reported Credit Amount for any of the three Testing Populations exceeded the Actual Credit Amount by more than 2.0%, the IRG would inform Servicer, which would then be required to perform an analysis of the data of all loans in the Testing Population from which the sample had been drawn, identify and correct any errors and provide an updated Consumer Relief Report to the IRG. The IRG would then select a new sample and test the applicable Testing Population or Testing Populations against the updated report in accordance with the process set forth above. If the IRG determined that the Actual Credit Amount was greater than the Reported Credit Amount by more than 2.0% for a particular Testing Population, Servicer had the option of either (i) taking credit for the amount it initially reported to the IRG or (ii) correcting any underreporting of Consumer Relief credit and resubmitting the entire population of loans to the IRG for further testing in accordance with the process set forth above. Utilizing the steps set forth above, the IRG determined that, for each sample from the three Testing Populations, the Reported Credit Amount did not exceed the Actual Credit Amount by more than the 2.0% error threshold described above. These findings by Testing Population are summarized in Table 4, below:

*Table 4*

<b>Testing Population</b>	<b>Loans Sampled</b>	<b>Servicer Reported Credit Amount</b>	<b>IRG Calculated Actual Credit Amount</b>	<b>Amount Overstated/ (Understated)</b>	<b>% Difference</b>
<b>First Lien Mortgage Modifications</b>	319	\$24,412,394	\$24,421,118	(\$8,723)	(.04%)
<b>Second Lien Portfolio Modifications</b>	328	\$3,274,959	\$3,347,083	(\$72,124)	(2.15%) <sup>28</sup>
<b>Refinancing Program</b>	170	\$9,098,817	\$9,060,170	\$38,647	.43%

Based upon the results set forth above, the IRG certified that the amount of Consumer Relief credit claimed by Servicer in each Testing Population was accurate and conformed to the requirements in Exhibits D and D-1. This certification was evidenced in the IRG Assertion attached to this report as Attachment 2, which assertion is in the form required by the Work Plan.

*F. Monitor's Review of the IRG's Assertion on Consumer Relief Credit.*

1. Preliminary Review. As discussed in the Interim Report, preliminary to the PPF's review of the IRG's Consumer Relief testing for the period extending from March 1, 2012, through December 31, 2012 ("First Testing Period"), I, along with the PPF and some of my other Professionals, met with representatives of Servicer to gain an understanding of its mortgage banking operations, SOR and IRG program, and the IRG's proposed approach for Consumer Relief testing, among other things. The knowledge gained during these meetings relative to the

<sup>28</sup> As described in Section III.E.2, above, because the Actual Credit Amount was greater by more than 2.0% of the Reported Credit Amount for a particular Testing Population, Servicer had the option of either (i) taking credit for the amount it initially reported to the IRG or (ii) correcting any underreporting of Consumer Relief credit and resubmitting the entire population of loans to the IRG for further testing in accordance with the process set forth above. Servicer chose the first option of taking credit for the amount it initially reported to the IRG, as reported in the IRG Assertion.

First Testing Period carried forward into the Second Testing Period and was supplemented by the PPF as necessary or appropriate through continued interaction with the IRG and Servicer.

2. Review. At my direction, the PPF conducted an extensive review of the testing conducted by the IRG relative to Consumer Relief crediting for the Second Testing Period. This review of Consumer Relief crediting began in late June 2013, and continued, with only minimal interruption, until the filing of this Report. The principal focus of the reviews was the PPF's testing of the entire sample of loans in each of the three Testing Populations, following the processes and procedures set out in the Testing Definition Templates and the IRG's test plans. These reviews were of the same type as those undertaken by the PPF in performing its confirmatory work for the First Testing Period and included access to information of the type substantially identical to that to which it was afforded access relative to its confirmatory work for the First Testing Period.

3. Results of the PPF's Testing of Reported Consumer Relief Credit. In its review of the IRG's work for the Second Testing Period, as explained above, the PPF conducted detailed re-testing of the entire sample of 817 loans originally tested by the IRG.

As described above, throughout its testing process, the PPF interacted extensively with the IRG to resolve issues that arose during the testing process. These issues included the following, among others: (i) an understanding of the process by which the IRG validated and evidenced that second liens for which Servicer sought credit as 2.e Modifications were intact before being extinguished; and (ii) the type of evidence required to demonstrate that certain borrowers were in imminent default based upon Servicer's own policies and processes.

After completing the loan-level testing, the PPF determined that the IRG had correctly validated the Consumer Relief credit amounts reported by Servicer in the three Testing Populations. The results of the PPF's loan-level testing are set forth in Table 5, below:

**Table 5**

<b>Testing Population</b>	<b>Loans Reviewed by PPF</b>	<b>Servicer Reported Credit Amount</b>	<b>PPF Calculated Actual Credit Amount</b>	<b>Amount Overstated/ (Understated)</b>	<b>% Difference</b>
<b>First Lien Mortgage Modifications</b>	319	\$24,412,394	\$24,587,319	(\$174,925)	(.71%)
<b>Second Lien Portfolio Modifications</b>	328	\$3,274,959	\$3,346,974	(\$72,015)	(2.15%)
<b>Refinancing Program</b>	170	\$9,098,817	\$9,042,666	\$56,151	.62%

For each of the samples tested, the PPF determined that the Reported Credit Amount did not exceed the Actual Credit Amount by more than the 2.0% error threshold in the Work Plan.<sup>29</sup> In addition, other than the PPF's finding that the IRG had miscalculated the amount of credit earned by Servicer for certain loans, the PPF's credit calculation and the IRG's credit calculation are substantially the same.

The PPF documented its findings in its work papers and has reported them to me. I then undertook an in-depth review of the IRG's Work Papers with the PPF, as well as the PPF's work papers.

#### **IV. State Reports/Reported Credit Amounts**

In order to meet my obligation of identifying any material inaccuracies in the State Reports filed by Servicer for the period January 1, 2013, through April 15, 2013, I conducted a

<sup>29</sup> See, Section III.E.2., in particular footnote 28 above.

comparison of the information contained in Servicer's Consumer Relief Report regarding Consumer Relief granted in the Second Testing Period to the data contained in Servicer's State Report filed for the period January 1, 2013, through April 15, 2013. That comparison revealed that there were differences in gross relief reported as Second Lien Extinguishments and Second Lien Forgiveness Modifications in the Servicer's State Report and Consumer Relief Report.<sup>30</sup> These differences resulted because, while the agreed-upon Second Lien Testing Definition Template defined Second Lien Government Modifications as including all loans that were either modified or extinguished pursuant to a government program, such as MHA, the State Report only required Servicer to categorize a Second Lien Portfolio Modification as either a forgiveness of principal or an extinguishment of the loan. The State Report did not contain a category for Second Lien Government Modifications. These differences had no impact on the amount of gross relief reported by Servicer in its State Report or the amount of credit claimed in its Consumer Relief Report. As a result, I have not identified any material inaccuracies in the State Reports filed by Servicer for the period of January 1, 2013, through April 15, 2013.

## **V. Total Consumer Relief Credit Earned by Servicer**

### *A. Validated Consumer Relief Credit*

Based upon the procedures described above and in the Interim Report, from the Start Date through April 15, 2013, before taking into account any minimums or caps applicable to creditable activity or the allocation of excess relief under Servicer's Refinance program, Servicer is entitled to claim credit in the amount of \$4,463,524,210 pursuant to Exhibits D and D-1. Approximately 71% of the credit was a result of relief afforded to borrowers on loans in

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<sup>30</sup> The comparison revealed that there were 2,006 more loans, totaling \$158,250,897 in gross relief, reported as Second Lien Extinguishments in the Servicer's State Report than reported on the Servicer's Consumer Relief Report. Conversely, there were 2,006 fewer loans, also totaling \$158,250,897 in gross relief, reported as Second Lien Forgiveness Modifications on the Servicer's State Report than reported on the Servicer's Consumer Relief Report.

Servicer's mortgage loan portfolio that is held for investment; and the remainder was a result of relief afforded to borrowers on loans that Servicer was servicing for other investors. More than 41% of Servicer's earned credit has been through First Lien Mortgage Modifications and approximately 14% has been through Refinancing relief. Short-sales and other types of Consumer Relief, excluding Second Lien Portfolio Modifications, have made up approximately 38% of Servicer's earned credit. Second Lien Portfolio Modifications made up approximately 7% of Servicer's earned credit. In addition, Servicer has exceeded its Consumer Relief Requirements for a Refinancing Program and has met its Total Consumer Relief Funds obligations. A breakdown of the Consumer Relief credit, by type of relief, earned by Servicer from the Start Date through April 15, 2013, is set forth in Table 6, below:

*Table 6*

<b>Type of Relief</b>	<b>Loan Count</b>	<b>Earned Credit Amount</b>
<b>First Lien Mortgage Modifications</b>	<b>26,422</b>	<b>\$1,851,496,721</b>
Principal Forgiveness	1,736	\$107,072,262
Forbearance Forgiveness	5,863	\$211,630,443
Conditional Forgiveness	649	\$52,610,071
180 Days Past Due with Forgiveness	7,659	\$853,501,430
Federal Program Forgiveness	10,515	\$626,682,515
<b>Second Lien Portfolio Modifications</b>	<b>30,287</b>	<b>\$308,672,792</b>
2.b Modifications	1,518	\$21,543,213
2.c Modifications	91	\$2,074,057
2.d Modifications	2,279	\$34,655,662
2.e Modifications	26,399	\$250,399,860
<b>Refinancing Program</b>	<b>12,688</b>	<b>\$623,424,705</b>
<b>Other Creditable Items</b>	<b>56,156</b>	<b>\$1,679,929,992</b>
Enhanced Borrower Transitional Funds	9,525	\$136,957,159
Payment to an Unrelated 2 <sup>nd</sup> Lien Holder	1,750	\$9,780,918
Short Sales/Deeds-in-Lieu	44,324	\$1,495,692,789
REO Properties Donated	557	\$37,499,126
<b>Total Consumer Relief Programs</b>	<b>125,553</b>	<b>\$4,463,524,210</b>

*B. Servicer's Compliance with Caps and Minimums*

At my direction, the PPF has conducted an analysis of the credit claimed by Servicer from the Start Date through April 15, 2013, and determined that, in meeting its Consumer Relief Requirements, Servicer has complied with the caps and minimums in Exhibits D and D-1. A summary of the PPF's findings regarding each of these caps and minimums is set forth below.

1. GSE-Conforming Loan Requirement for First Lien Mortgage Modifications.

Exhibit D requires that 85% of the first lien mortgages on occupied properties for which Servicer may get credit for First Lien Mortgage Modifications must have an unpaid principal balance before capitalization at or below the highest GSE conforming loan limit caps as of January 1,

2010.<sup>31</sup> The PPF analyzed the entire population of First Lien Mortgage Modifications for which Servicer has sought credit and determined that \$1,617,371,105, or 87% of the credit, was in relation to loans that had an unpaid principal balance before capitalization at or below the highest GSE conforming loan limit caps as of January 1, 2010.

2. First Lien Mortgage Modifications and Second Lien Portfolio Modifications Minimums. Because Servicer earned \$1,851,496,721 in credit—more than 50% of its Total Consumer Relief Funds credit requirement—through First Lien Mortgage Modifications, it satisfied the requirement that its First Lien Mortgage Modifications credit equal 30% of its Total Consumer Relief Funds requirement.<sup>32</sup>

Servicer earned \$2,160,169,513 in credit—58.77% of its Total Consumer Relief Funds credit requirement—through the combination of First Lien Mortgage Modifications and Second Lien Portfolio Modifications. This credit amount is \$45,070,487 less than the \$2,205,240,000 in credit required in order for Servicer to satisfy its obligation to provide at least 60% of Servicer's Total Consumer Relief Funds credit requirement through First Lien Mortgage Modifications and Second Lien Portfolio Modifications.<sup>33</sup> However, Servicer exceeded its Refinancing Program credit requirement by \$86,424,705 and Servicer satisfied its combined first and second lien modification requirements by applying the excess credit earned through its Refinancing Program to its First Lien Mortgage Modifications and Second Lien Portfolio Modifications credit amounts.<sup>34</sup>

3. Maximums on Forbearance Conversions, Enhanced Borrower Transitional Funds, Deficiency Waivers and Anti-Blight Loss Mitigation Activities. Under the Judgment, no more

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<sup>31</sup> Exhibit D, ¶ 1.b. GSE conforming loan limit caps as of January 1, 2010 are: 1 Unit - \$729,750; 2 Units - \$934,200; 3 Units - \$1,129,250; and 4 Units - \$1,403,400.

<sup>32</sup> See, Exhibit D-1.

<sup>33</sup> See, Exhibit D-1.

<sup>34</sup> See, Exhibit D, ¶ 9.f; Exhibit D-1, ¶¶ 1, 2.

than 12.5%, 5%, 10% and 12% of Servicer's Total Consumer Relief Funds may be through Forbearance Conversions, Enhanced Borrower Transitional Funds, Deficiency Waivers and Anti-Blight Loss Mitigation Activities, respectively.<sup>35</sup> Servicer complied with each of these limitations. Specifically, Servicer claimed \$211,630,443 in credit, or 5.76% of its Total Consumer Relief Funds requirement, through Forbearance Conversions; \$136,957,159 in credit, or 3.73% of its Total Consumer Relief Funds requirement, through Enhanced Borrower Transitional Funds; and \$37,499,126, or 1.02% of its Total Consumer Relief Funds requirement, through Anti-Blight Loss Mitigation Activities. Servicer did not seek credit as a result of Deficiency Waivers.

#### **VI. Non-Creditable Consumer Relief Requirements and IRG Qualifications**

The Judgment requires that I conduct an ongoing review of the qualifications and performance of the IRG.<sup>36</sup> As described in Section III.F. of the Interim Report, the PPF and SPF, acting at my direction, have conducted interviews of IRG management personnel and have observed and assessed, on an ongoing basis, the IRG's independence, competence and performance. Throughout this process, I have not become aware of any facts that would lead me to question the independence, competence and performance of the IRG.

In addition, as described in Section IV of the Interim Report, as part of my review of Servicer's Consumer Relief activities, I have undertaken an inquiry into whether Servicer complied with the Non-Creditable Requirements of Exhibit D. As part of that inquiry, in June 2013, the PPF and I interviewed certain members of Servicer's management who possessed knowledge concerning the manner in which Servicer selected the borrowers to whom it provided Consumer Relief pursuant to the Judgment. Based upon those interviews and the procedures

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<sup>35</sup> Exhibit D-1.

<sup>36</sup> See, Exhibit E, ¶ C.10.

described in Section III.F, above, I have no reason to believe that, in providing the Consumer Relief claimed during the Second Testing Period, Servicer did not continue to comply with the Non-Creditable Requirements.

## **VII. Summary and Conclusions**

On the basis of the information submitted to me and the work as described in this Report, (i) I find that the amount of Consumer Relief set out in Servicer's Consumer Relief Report for the period extending from January 1, 2013, to April 15, 2013, is correct and accurate within the tolerances permitted under the Work Plan, and (ii) I have not identified any material inaccuracies in the State Reports filed by Servicer for the period of January 1, 2013, through April 15, 2013.

Based upon my findings in subparagraphs (i) and (ii) of this Section VII, and my findings in the Interim Report, I conclude that Servicer has substantially complied with the material terms of Exhibits D and D-1 and has satisfied the minimum requirements and obligations, including the Non-Creditable Requirements, imposed upon it under Section III, paragraph 5 of the Judgment to provide Consumer Relief under and pursuant to Exhibits D and D-1.

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 the Board of Directors of J.P. Morgan Chase & Company, or a committee of the Board designated by Servicer.<sup>37</sup>

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<sup>37</sup> Exhibit E, ¶ D.4.

I respectfully submit this Report to the United States District Court for the District of Columbia, this 18th day of March 2014.

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**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 18th day of March, 2014.

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