

**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 REPORT REGARDING COMPLIANCE BY DEFENDANT J.P. MORGAN
CHASE BANK, N.A. FOR THE MEASUREMENT PERIODS ENDED
SEPTEMBER 30, 2013 AND DECEMBER 31, 2013**

The undersigned, Joseph A. Smith, Jr., in my capacity as the Monitor under the Consent Judgment (Case 1:12-cv-00361-RMC; Document 10) filed in the above-captioned matter on April 4, 2012 (Judgment), respectfully files this Report regarding compliance by J.P. Morgan Chase Bank, N.A. with the terms of the Judgment, as set forth in Exhibits A and E thereto. This Report is filed under and pursuant to Paragraph D.3 of Exhibit E to the Judgment.

I. Definitions

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

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 quarterly period, or part thereof as described in Paragraph E.3 of Exhibit E, following satisfactory completion of a CAP;
- vi) *Enforcement Terms* means the terms and conditions of the Judgment in Exhibit E;
- vii) *Exhibit* or *Exhibits* means any one or more of the exhibits to the Judgment;
- viii) *Exhibit A* means Exhibit A to the Judgment;
- ix) *Exhibit E* means Exhibit E to the Judgment;
- x) *Exhibit E-1* means Exhibit E-1 to the Judgment;
- xi) *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 testing of Metrics for Test Period 1 and Test Period 2;
- 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, and *Internal Review Groups* or *IRGs* is a collective reference to all Servicers' internal quality control groups;

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

xiv) *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;

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

xvi) *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;

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

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

xix) *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;

xx) *Prior Compliance Reports* means previous Reports filed by me with the Court with respect to Servicer's compliance with the Servicing Standards, as evidenced by testing of Metrics;

xxi) *Professionals* means 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;

xxii) *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;

xxiii) *Second Compliance Report* means the report I filed with the Court on December 4, 2013, regarding compliance by Servicer with the Servicing Standards, as evidenced by Metrics testing for Test Period 3 and Test Period 4;

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

xxv) *Servicer* means J.P. Morgan Chase Bank, N.A., and *Servicers* means the following: (i) J.P. Morgan Chase Bank, N.A.; (ii) Ocwen Loan Servicing, LLC, as successor by assignment from Residential Capital, LLC and GMAC Mortgage, LLC; (iii) Green Tree Servicing LLC, as successor by assignment from Residential Capital, LLC and GMAC Mortgage, LLC; (iv) Bank of America, N.A.; (v) CitiMortgage, Inc.; and (vi) 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 four other consent judgments filed with the Court in Case 1:12-cv-00361-RMC that settled mortgage loan servicing claims of the type described in the Judgment;

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

xxix) *Test Period 1* means the third calendar quarter of 2012, and references to subsequent test periods correspond to the subsequent calendar quarters (i.e., *Test Period 2* means the fourth

calendar quarter of 2012, *Test Period 3* means the first calendar quarter of 2013, *Test Period 4* means the second calendar quarter of 2013, and *Test Period 5* and *Test Period 6* are the test periods covered by this Report and they are the calendar quarters ending September 30, 2013, and December 31, 2013, respectively);

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

xxxii) *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

xxxii) *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

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. The claims were brought by agencies of the United States, 49 States and the District of Columbia against all of the Servicers, except Ocwen Loan Servicing, LLC and Green Tree Servicing LLC.¹ As part of the Judgment, the government parties released certain claims against Servicer. In exchange for the releases, Servicer agreed, among other things, to change Servicer's mortgage servicing practices by

¹ Ocwen Loan Servicing, LLC and Green Tree Servicing LLC are each successors by assignment from Residential Capital, LLC and GMAC Mortgage, LLC ("ResCap Parties"). The ResCap Parties are parties to one of the consent judgments that make up the Settlement. The ResCap Parties were within the group of companies identified as "Servicers" until assignments of their respective mortgage loan portfolios in part to Ocwen Loan Servicing, LLC and Green Tree Servicing LLC.

complying with the Servicing Standards.² Under the Judgment, I am required to periodically report to the Court on Servicer's compliance with the Servicing Standards. This Report is the third periodic report regarding compliance by Servicer with the Servicing Standards.

The previous reports were the First Compliance Report for the calendar quarters ending September 30, 2012, and December 31, 2012, and the Second Compliance Report for the calendar quarters ending March 31, 2013, and June 30, 2013. In the Prior Compliance Reports I explained in some detail the steps I had taken in selecting Professionals to assist me in the conduct of my work under the Judgment. I also explained the development of the Work Plan with the Servicer and the purpose and use of the Work Plan in, among other things, serving as a guide for the IRG and me, through the PPF and the SPF, in testing Metrics. In this Report, I will only touch on those matters as necessary to explain my work, and that of the IRG and the PPF and SPF, in Test Periods 5 and 6.

III. Servicer/IRG

A. IRG Testing

1. Testing. The Metrics tested in Test Period 5 and Test Period 6, and their respective Threshold Error Rates, are listed below in Section III.B, Tables 1 and 2. As shown in those tables, in Test Period 5 the IRG conducted tests on all of the Metrics then in effect under the Enforcement Terms with the exception of Metrics 6 and 20. In Test Period 5, Metric 6 was not tested because it was identified by the IRG as a Potential Violation in Test Period 4 and was under a CAP during Test Period 5. Metric 20 was not tested in Test Period 5 because it was identified by the IRG as a Potential Violation in Test Period 3 and it was under a CAP during Test Period 5. As shown in Table 2, in Test Period 6 the IRG conducted tests on all of the Metrics then in effect other than Metrics 15, 16 and 17, which are policy and procedure (P&P) Metrics that are tested in only one test period in a four-test-period cycle.³

² Exhibit A.

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. As set out in Prior Compliance Reports, the IRG initially utilized statistical parameters based on a 95% confidence level for Metrics testing, 5% estimated error rate, and a 2% margin of error ("95/5/2 approach"). A 95% confidence level implies that one can be 95% confident the testing results would reflect the true results in the population. A 5% estimated 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 IRG is permitted to reduce sample sizes by using the Servicer's average of the observed error rate for each Metric from the previous two test periods in place of the estimated error rate of 5% in the 95/5/2 approach. The IRG elected to reduce sample sizes accordingly for several Metrics. Sample sizes for Test Periods 5 and 6 appear in Table 3 in Section IV.C.2.c below.

Also under the Work Plan, the size of the samples selected by the IRG from the appropriate mortgage loan populations must be greater than 100 loans or a statistically significant sample. The IRG selected additional randomly-selected loans to replace sample loans that were not testable. These non-testable loans are treated as "Not Applicable" under the Work Plan 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.

B. Quarterly Reports.

1. Test Period 5 Quarterly Report. On November 14, 2013, Servicer, through the IRG, submitted to me a Quarterly Report containing the results of the Compliance Review conducted by

³ In Test Periods 5 and 6 there were 29 Metrics in effect. As of the date of this Report, there are 33 Metrics in effect. The first time all 33 Metrics will be subject to testing is Test Period 8 (second calendar quarter of 2014).

the IRG for the calendar quarter ending September 30, 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 or otherwise failed for any of the Metrics tested.

Table 1: Servicer's Metric Compliance Results for Test Period 5

Metric No.	Metric	Threshold Error Rate	Result
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/Fail	Pass
4 (2.B)	Proof of Claim (POC)	5%	Pass
5 (2.C)	Motion for Relief from Stay (MRS) Affidavits	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	Pass/Fail	Pass
13 (5.B)**	Customer Portal	Pass/Fail	Pass
14 (5.C)***	Single Point of Contact (SPOC)	5% ⁴ Pass/Fail	Pass
15 (5.D)****	Workforce Management	Pass/Fail	Pass
16 (5.E)****	Affidavit of Indebtedness (AOI) Integrity	Pass/Fail	Pass
17 (5.F)****	Account Status Activity	Pass/Fail	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	5%	Pass

⁴ Test Question 4 only.

Metric No.	Metric	Threshold Error Rate	Result
	Compliance		
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*

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

2. Test Period 6 Quarterly Report. On February 14, 2014, 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 December 31, 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 or otherwise failed for any of the Metrics tested.

Table 2: Servicer’s Metric Compliance Results for Test Period 6

Metric No.	Metric	Threshold Error Rate	Result
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/Fail	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	Pass/Fail	Pass
13 (5.B)**	Customer Portal	Pass/Fail	Pass
14 (5.C)***	Single Point of Contact (SPOC)	5% ⁵ Pass/Fail	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%	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

⁵ Test Question 4 only.

Metric No.	Metric	Threshold Error Rate	Result
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*

IV. Monitor

A. Monitor and Professionals – Independence

The Enforcement Terms provide that the Professionals and I may not have any prior relationships with any of the Parties to the Judgment that would undermine public confidence in the objectivity of our work under the Judgment or any conflicts of interest with any of the Parties to the Judgment.⁶ Prior to the commencement of the work summarized in this Report, each of the Professionals and I submitted a conflicts of interest analysis on the basis of which I determined that no prohibited relationships or conflicts of interest existed.

B. Due Diligence

1. 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 regarding the IRG included reviews and assessments of the IRG's qualifications, competency, performance and independence. The reviews also included

⁶ Exhibit E, Paragraph C.3.

interfacing with the Servicer and the IRG to better understand those aspects of the SOR critical to testing in Test Periods 5 and 6, and reviews of Work Papers and confirmation of the IRG's selection of testing populations, sampling processes, 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 Periods 5 and 6, these reviews and assessments were undertaken primarily through the PPF's and SPF's continued interaction with the IRG. Based on these reviews and assessments, and assessments from my other Professionals, I find that the IRG's qualifications and performance for Test Periods 5 and 6 conform in all material respects to the requirements set out in Exhibit E and the Work Plan relative to its qualifications and performance. The IRG's management and staff are sufficient in all respects to adequately test, and manage the testing of, all the Metrics tested in Test Periods 5 and 6;⁷ the quality controls on which I reported in Prior Compliance Reports remained in place and were sufficient to ensure both quality of testing and the independence of the IRG; and the interaction between the IRG and the PPF, SPF and other Professionals continued to be positive, with any differences generally the result of differing interpretations of relevant information or application of the Servicing Standards, which ultimately did not impact overall testing results. In other words, no issues were identified by me with the IRG's qualifications, competency, performance and independence.

3. Confirmation of Populations, Sampling and Testing. As set out in Prior Compliance Reports, 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

⁷ In December 2013 Servicer replaced the IRG Executive. The replacement occurred in connection with the then existing IRG Executive's assumption of a new position within Servicer that carried with it expanded responsibilities. The PPF and SPF have had extensive interaction with the new IRG Executive and have reported to me that the transition was seamless and has been positive.

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. In addition to the overview of the SOR presented by Servicer as reported in the Prior Compliance Reports, Servicer provided the PPF and the SPF with supplementary information and explanations on the SOR that have been in sufficient detail for the PPF and the SPF to undertake appropriate confirmatory work relative to the IRG's selection of testing populations, sampling processes and methodologies, and Metrics testing. The initial overview of the SOR and the supplemental information and explanations provided to the PPF and the SPF also enabled the PPF and the SPF to perform Metrics testing in Test Period 5 and Test Period 6.

C. Quarterly Reports

1. Confirmatory Work.

a. Overview. Similar to previous test periods, the SPF conducted detailed reviews of the testing performed by the IRG. These reviews included, as reported above, understanding Servicer's mortgage servicing operations, its SOR and the IRG's testing protocols for each Metric. These reviews also included an evaluation of the IRG's selection and identification of loan testing populations, examination of the IRG's sampling processes and procedures, and the validation of the IRG's testing methodologies.

b. Confirmation of Loan Testing Populations. 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. In its Work Papers, the IRG provided the SPF with monthly documentation of the IRG's procedures for selecting Loan Testing Population, including its due diligence validation of those procedures and resulting populations. Similar to previous test periods, the SPF reviewed and evaluated the evidence provided by the IRG for Test Periods 5 and 6, and the SPF was able to satisfy itself that 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.

c. Confirmation of IRG's Sampling. The SPF reviewed and evaluated the IRG's sample selection process and validation methodologies for Test Periods 5 and 6 and validated that the sampling process and validation methodologies used by the IRG, as documented in the IRG's Work Papers, followed the same sampling methodologies used in previous test periods and otherwise 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. The SPF's protocols for evaluating the IRG's sampling process and validation methodologies were substantially similar to those used in prior test periods, as reported in Prior Compliance Reports.

2. Confirmation of IRG's Conclusions.

a. Timeframes. As described in Prior Compliance Reports, after the Quarterly Reports have been submitted to me, the SPF reviews the IRG's conclusions regarding whether Servicer has any Potential Violations for any of the Metrics that are subject to testing in the relevant quarters. 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 Periods 5 and 6. In addition, 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 Prior Compliance Reports, 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 Servicer had 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. Testing of 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 Prior Compliance Reports, the SPF determined the appropriate size of the sub-samples for loan-level testing and followed the same sub-sample selection methodology for Test Periods 5 and 6 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 review of 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 determined 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 Prior Compliance Reports, 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

Metric	IRG	SPF
<i>Test Period 5</i>		
1 (1.A)	318	80
2 (1.B)	234	121
3 (2.A)	102	49
4 (2.B)	102	50
5 (2.C)	184	103
7 (3.B)	103	52
8 (4.A)	105	48
9 (4.B)	102	50
10 (4.C)	102	50
11 (4.D)	102	49
12 (5.A)	P&P	P&P
13 (5.B)	P&P	P&P
14 (5.C)	102	50
15 (5.D)	P&P	P&P
16 (5.E)	P&P	P&P
17 (5.F)	P&P	P&P
18 (6.A)	102	50
19 (6.B)	217	152
21 (6.B.iii)	102	49
22 (6.B.iv)	412	105
23 (6.B.v)	108	50
24 (6.B.vi)	102	50

Metric	IRG	SPF
<i>Test Period 5</i>		
25 (6.B.vii.a)	102	50
26 (6.B.viii.a)	102	50
27 (6.B.viii.b)	102	50
28 (6.C.i)	165	134
29 (6.C.ii)	322	161

Metric	IRG	SPF
<i>Test Period 6</i>		
1 (1.A)	316	79
2 (1.B)	321	94
3 (2.A)	102	50
4 (2.B)	102	49
5 (2.C)	193	90
6 (3.A)	318	160
7 (3.B)	318	107
8 (4.A)	102	50
9 (4.B)	102	50
10 (4.C)	102	50
11 (4.D)	103	50
12 (5.A)	P&P	P&P
13 (5.B)	P&P	P&P
14 (5.C)	102	50
18 (6.A)	102	50
19 (6.B.i)	317	148
20 (6.B.ii)	322	191
21 (6.B.iii)	103	50
22 (6.B.iv)	317	58
23 (6.B.v)	311	104
24 (6.B.vi)	321	81
25 (6.B.vii.a)	102	50

Metric	IRG	SPF
<i>Test Period 6</i>		
26 (6.B.viii.a)	102	50
27 (6.B.viii.b)	102	50
28 (6.C.i)	315	92
29 (6.C.ii)	310	113

3. PPF Review of SPF Work. As described in Prior Compliance Reports, the PPF operated in a supervisory capacity to review the SPF's work in assessing Servicer's compliance and also performed its own detailed confirmatory testing of a selection of loans or items tested by the SPF. Based on its testing results, the PPF concurred with the SPF's confirmation of the IRG's conclusions regarding Metrics tested in Test Period 5 and Test Period 6.

V. Potential Violations

A. Background.

As described in my Second Compliance Report, Servicer reported in its Quarterly Report for the quarter ending March 31, 2013, that it had failed Metric 20 (6.B.ii) based on the IRG's testing during Test Period 3. Metric 20 measures Servicer's compliance with the Servicing Standards that require 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. Additionally, Servicer reported in its Quarterly Report for the quarter ending June 30, 2013 that it had failed Metric 6 (3.A) based on the IRG's testing during Test Period 4. Metric 6 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. Specifically, Servicer failed Metric 6 because it incorrectly identified the next interest reset date in the PFN letter.

Under the Enforcement Terms, these Failures are deemed Potential Violations, which Servicer has the right to cure.⁸ 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. In late May 2013, Servicer submitted to me a CAP regarding the Metric 20 Potential Violation, which I approved in June 2013. In August 2013, Servicer submitted to me a CAP regarding the Metric 6 Potential Violation, which I approved later that same month. I subsequently determined that Servicer's CAP for Metric 20 was satisfactorily completed as of September 30, 2013. I also determined that Servicer's CAP for Metric 6 was satisfactorily completed as of September 30, 2013. The Cure Periods for each of the two Potential Violations turned out to be the same, namely the fourth quarter of 2013 (Test Period 6).

B. Cure Period Test Results and Remediation

1. Cure Period Test Results. In its Test Period 6 Quarterly Report submitted to me on February 14, 2014, Servicer reported that it had not exceeded the Threshold Error Rate for either the Metric 6 Cure Period or the Metric 20 Cure Period. As provided in the Enforcement Terms, Servicer's "Pass" results during the Cure Period indicate that the Potential Violation for Metric 6 in Test Period 4 and the Potential Violation for Metric 20 in Test Period 3 have been cured.

2. Remediation. As described in the Second Compliance Report, subsequent to Servicer's submission of its CAP for Metric 6 for my approval, Servicer indicated it would remediate all impacted borrowers who were either (i) in active foreclosure or (ii) suspended from collection efforts due to a pending bankruptcy at the time of the remediation. In total, approximately 3,250 borrowers were remediated by sending them a corrected notice. On the basis of the confirmatory work undertaken by the SPF and the PPF with respect to Servicer's remediation

⁸ Exhibit E, Paragraph E.2.

activities for Metric 6, I find that Servicer satisfactorily completed in all material respects remediation relative to the Potential Violation associated with Metric 6.

With respect to Servicer's remediation regarding Metric 20, in the Second Compliance Report I determined that Servicer's noncompliance was not widespread and I concurred with Servicer's assessment that no borrower harm had occurred as a consequence of the Potential Violation for Metric 20. As a consequence, Servicer was not required to undertake any remediation for the Metric 20 Potential Violation.

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;⁹

ii) the Internal Review Group

1) for Test Period 5 and Test Period 6 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,¹⁰

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,¹¹ and

⁹ Exhibit E, Paragraph C.3.

¹⁰ Exhibit E, Paragraph C.7.

¹¹ Exhibit E, Paragraph C.8.

3) has personnel skilled at evaluating and validating processes, decisions and documentation utilized through the implementation of the Servicing Standards;¹² and

iii) for Metrics where the Threshold Error Rate is based on a percentage, the Threshold Error Rate was not exceeded for any of the Metrics that were reported on in the Quarterly Reports for the calendar quarters ending September 30, 2013, and December 31, 2013; and

iv) for Threshold Error Rates that relate to P&P Metrics that are tested on a yes/no basis, Servicer did not fail any of those Metrics that were reported on in the Quarterly Reports for the calendar quarters ending September 30, 2013, and December 31, 2013.

As more fully described above, Servicer developed and completed implementation of a CAP and associated remediation for Metric 6 and a CAP for Metric 20.¹³ The IRG's testing of Metrics 6 and 20 both resumed and the results for the Cure Period were reported in Servicer's Quarterly Report for the calendar quarter ended December 31, 2013 (Test Period 6), which the SPF and PPF have reviewed and concurred that Servicer was in compliance for both Metrics for the Cure Period, thereby curing the Potential Violations.

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.¹⁴

I respectfully file this Report with the United States District Court for the District of Columbia on this, the 14th day of May, 2014.

¹² Exhibit E, Paragraph C.9.

¹³ As noted above, there was no borrower harm associated with the Metric 20 Potential Violation, and as a consequence, no remediation was required.

¹⁴ Exhibit E, Paragraph D.4.

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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 14th day of May, 2014.

/s/ Joseph A. Smith, Jr.

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