



APPLICATION TO SERVE AS THE INDEPENDENT MONITOR OF THE:
CHICAGO POLICE DEPARTMENT
PURSUANT TO THE DRAFT CONSENT DECREE DATED JULY 27, 2018

SEPTEMBER 4, 2018

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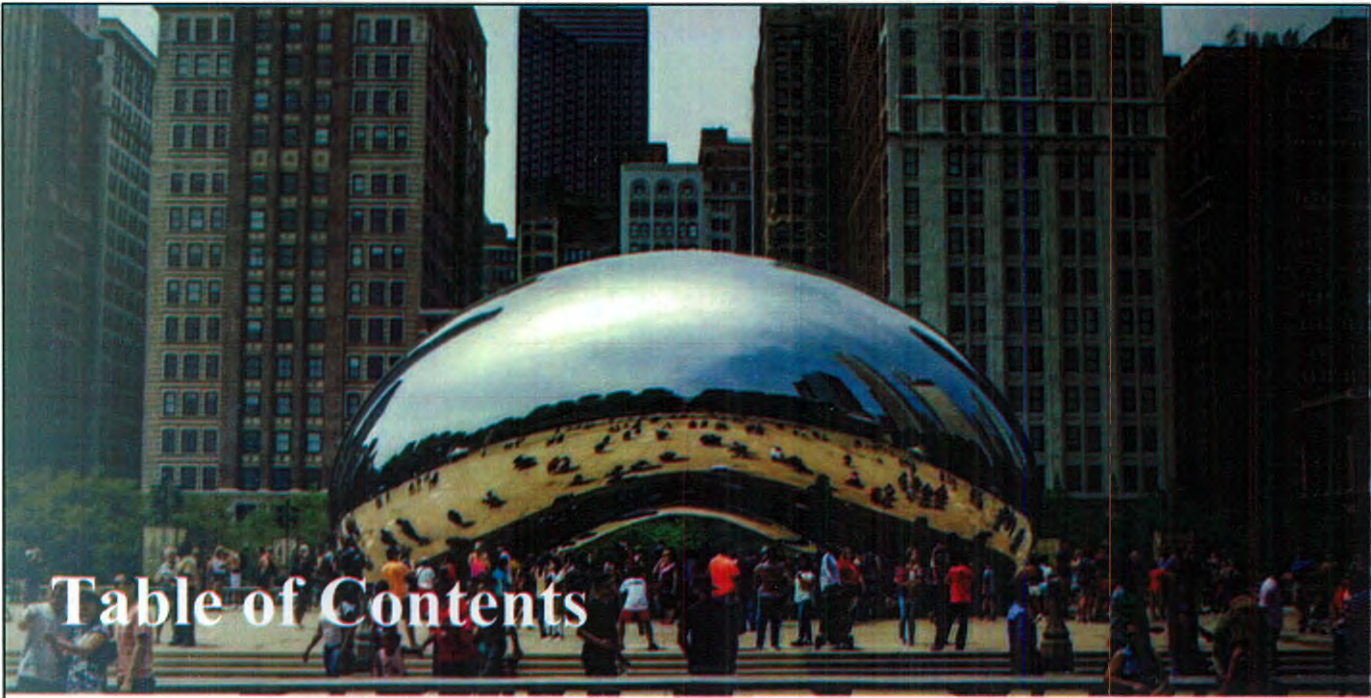


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Executive Summary

Our independent Monitor's team consists of an interdisciplinary group of nationally recognized professionals who have the skills necessary to serve as monitor. Specifically, the team includes attorneys from the law firm of Quinn Emanuel Urquhart & Sullivan, LLP ("Quinn Emanuel"); consulting and accounting firms BDO USA, LLP ("BDO") and Mitchell Titus; and former New York City Police Department Inspector Dr. Jim McCabe. Together, we will work to serve and assist the United States District Court for the Northern District of Illinois, the State of Illinois, the City of Chicago, the Chicago Police Department, and the Chicago Community as we oversee the implementation of the Consent Decree in an independent and transparent manner. We are best qualified to serve as the independent Monitor for five reasons.

First, our Monitor's team includes several attorneys with significant experience litigating landmark civil rights cases involving the nation's largest police departments and pursuing allegations of misconduct by individual police officers in high profile cases. For example, during my tenure as an Assistant United States Attorney in the United States District Court for the Northern District of Illinois, I served as the Deputy Chief for the General Crimes Division and led the prosecution of the Ford Heights, Illinois Chief of Police and six police officers on charges of corruption and racketeering. I also handled a number of cases arising out of the Silver Shovel investigation into political corruption in City and State government. Quinn Emanuel partner and proposed team member Elinor Sutton challenged unconstitutional policies involving the New York City Police Department, which included the disproportionate issuance of summonses to minorities in *Stinson v. New York City Police Department*. Further, Quinn Emanuel partner and proposed team member Duane Lyons prosecuted the federal civil rights case arising out of the beating of Rodney King.

Second, our proposed team has a deep understanding of the City and State, having both worked with State officials and investigated matters related to the Chicago Police Department. For instance, the Illinois Attorney General appointed me at one point to serve as a Special Assistant Attorney General and help establish the Illinois Attorney General's Public Integrity Unit.

Quinn Emanuel partner and proposed team member, Daniel Lombard, has litigated the Chicago Police Department's practices surrounding transparency and accountability. Further, Dan has a record of success in promoting transparency with numerous other City and State agencies. Likewise, our team members have worked closely with law enforcement officers for years. In doing so, we recognize the critical role that police officers play in our community and the difficulties inherent in the job.

Third, our team is intimately familiar with the United States District Court, where we practice on a daily basis. Our work includes filing briefs and reports; arguing motions in court; and trying cases to judges and juries. Our reports for this matter would communicate complex facts and issues in a clear and concise manner. Relevant examples of our work product are described in more detail below and attached in Appendix F. In addition, our team includes Ambassador Crystal Nix-Hines (Ret.), who will contribute her expertise as the lead of Quinn Emanuel's Crisis Law & Strategy Practice Group. Crystal, along with all team members, regularly evaluates legal compliance at multinational companies and entities under federal investigation, which includes leading teams that interview employees, review documents, monitor compliance, and recommend reforms.

Fourth, team member BDO has either served as a monitor or in roles supporting monitors in over ten complex and high profile monitorships for various government regulators and government agencies. These include the historic National Mortgage Settlement involving the nation's largest banks. With its headquarters located in Chicago, BDO is thoroughly familiar with the City, not only through its work, but also through its charitable and volunteer programs. BDO would bring these experiences to bear in monitoring the Chicago Police Department. Further, Mitchell Titus adds additional skill and diversity to our team, contributing audit and survey expertise by a minority-controlled firm. Their involvement will be integral to carrying out the surveys and similar tasks throughout the monitorship.

Fifth, team member Dr. Jim McCabe has deep law enforcement experience, including at the highest levels of the New York City Police Department. Dr. McCabe would serve as an advisor and would provide insight based on his experience as a former Inspector with the New York City Police Department for twenty years, as well as his research into police organizational behavior and police-community interactions.

Together, our team will bring its experience and skills to bear in monitoring the implementation of the Consent Decree and communicating with the public. As described in more detail below, our team's knowledge of the law, relevant experience, and communication abilities are excellent. Our passion and ties to the City of Chicago are deep and will be reflected in the level of service we provide to the State and City on this important project. We would be honored to serve in the role of Monitor for the Chicago Police Department.

Best regards,



Jonathan C. Bunge

Overview of Methodology

The monitorship involves multiple components, which are spelled out in the ten bullets on page three of the Request for Proposals. In our view, the most involved and time-consuming component, which is where our monitorship experience and expertise is integral, is the conducting of compliance reviews and audits. The basic methodology for conducting these reviews and audits begins with dividing the Consent Decree's requirements (in Sections II - XI) into "metrics" that are used to objectively measure, for each semiannual reporting period, the degree to which the Chicago Police Department ("CPD") is meeting those requirements. Some of the metrics will relate to the existence of policies and procedures, while others will address the degree of practical application of such policies and procedures.

Based on a preliminary discussion with the relevant parties ("Parties"), we will agree upon the nature, extent, and timing of our testing of the metrics, as well as what is considered to be a "tolerable" degree of noncompliance (e.g., 0%, 1%, 5%) for each requirement. We will then perform our testing and report on the results.

Our proposed team is committed to working with the Parties to develop annual Monitoring Plans for conducting the required compliance reviews and audits, as well as the related review/audit methodologies, that are mutually agreeable to the Parties.

Quinn Emanuel, BDO, and Mitchell Titus will work together, as we have in the past, as a seamless team. BDO and Mitchell Titus possess specialized expertise necessary to support the monitorship. Below is a brief description on the backgrounds of BDO and Mitchell Titus.

BDO USA LLP

For more than 100 years, BDO USA, with its headquarters located in Chicago, has been recognized as a premier consulting, accounting and tax organization for its exceptional client service; experienced, accessible service teams; focus on quality and efficiency; and its ability to adapt to, and navigate successfully in, a changing marketplace. BDO has further established itself as a leader in the monitorship space, having been relied upon by regulators and agencies for its fair and balanced oversight of large, complex monitorships, as further detailed on page 14 and in Appendix E of this application.

BDO provides consulting, assurance, and tax services, including financial, business and technology advice in the U.S. and around the world, leveraging BDO's global network of nearly 74,000 professionals.

BDO's Advisory professionals provide independent review or oversight, and, where appropriate, conduct investigations of suspected inappropriate behavior - all with minimal disruption to the organizations involved.

Mitchell & Titus LLP

Mitchell Titus' professionals provide risk and internal controls advisory services, internal audit assistance and staff risk assessments that help clients make and sustain improvements, while responding quickly to change. Since its founding in 1974, Mitchell Titus has grown to become the preeminent minority-controlled professional services firm in the country. Mitchell Titus uses the strength of diverse thinking and inclusion to improve outcomes for its clients. True diversity celebrates and acknowledges unique and inclusive ideas, which the firm draws upon when evaluating businesses from multiple perspectives. Mitchell Titus' experience in sectors such as employee benefit plans, not-for-profit organizations, real estate entities, private equity funds and governmental entities, affords the knowledge to confidently apply a high-touch, high-service client approach that provides customized assurance, advisory and tax services that support clients' operational and strategic goals. This ability to achieve excellence for and with clients is a key differentiator in the marketplace.

Mitchell Titus recently joined forces with Washington, Pittman & McKeever, LLC in Chicago and considerably expanded their presence in the market. Following many decades of working with community-based organizations, government and public sector entities, corporations, public figures and influential individuals, Washington Pittman & McKeever has developed a solid footprint throughout several Chicago communities, gaining familiarity and an understanding of local issues and conditions. Mitchell Titus' professionals convey that local experience and expertise within Chicago's diverse communities, and possess an understanding of the issues and challenges facing those communities. Thus, this newly forged partnership expands the depth and breadth of experience that Mitchell Titus provides to its clients.

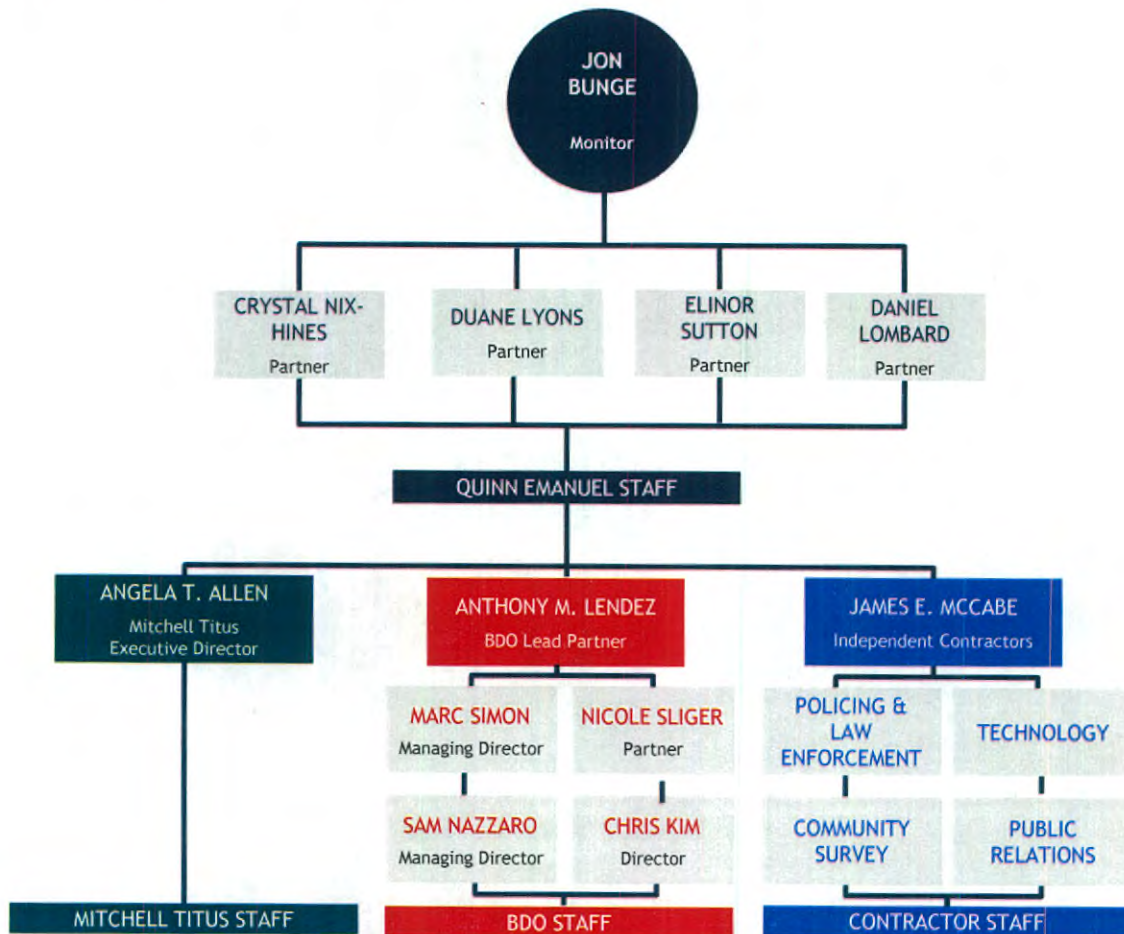
Personnel

Overview of Monitor's Team

The Monitor's team comprises the individuals indicated in the diagram below. A summary of each team member's background and experience is attached as Appendix A (detailed resumes). Further, Appendix E includes relevant experience and references, and Appendix F includes examples of non-confidential work product similar to the reports required for this monitorship.

At the time of this RFP submission, not all consultants have been confirmed as members of our team. In addition to the named professionals below and dependent upon any anticipated feedback on our proposed methodology from the Parties, we plan to leverage the knowledge and expertise of consultants in the following areas:

- Law enforcement policies and procedures
- Academics and policy analysts
- Community outreach specialists and surveyors
- Public relations and website portal technology specialists



Commitments to the Parties

The individuals named on the prior page as well as any subsequently added members of the Monitor's team will commit to the following:

- a) **Diversity and Inclusion** - We are committed to diversity and inclusion, as demonstrated by (1) our Quinn Emanuel team, which is comprised of individuals from varying backgrounds, communities and cultures including Duane Lyons and Crystal Nix-Hines (see Appendix D for additional information on the firm's commitment to diversity); and (2) our partnership with Mitchell Titus, the largest minority-controlled firm in the U.S., which the New York & New Jersey Minority Supplier Development Council has certified as a minority-controlled firm and the Chicago Minority Supplier Development Council, Inc. has recognized as a certified Minority Business Enterprise (MBE). We will continue to seek diversity on our team, but until finalization of our initial plan, we cannot calculate the exact percentage of the Monitor's work which will be conducted by such businesses. However, based on Mitchell Titus's proposed role alone, which will include extensive compliance reviews and testing, it is anticipated that at least 20 to 25 percent of the work conducted by the Monitor will be done by a minority-owned business.
- b) **Full Access** - Our team will be fully accessible to the City, CPD, and Chicago community, including by phone and email (as we make ourselves available to all our clients) via a public website, and via other methods of public outreach, including town halls, which we will develop with the initial plan and as needed. Regardless, each team member and the respective firms will be available to devote as much time and resources as needed to successfully implement and complete the project.
- c) **Internal Organization** - I, as the Monitor, will personally oversee the entire project, organize and supervise the team, and serve as the point of communication for all interested parties. BDO and Dr. McCabe will be extensively involved in the review of CPD policies and procedures and the review of the CPD's implementation plans and training materials. BDO and Mitchell Titus, assisted by Dr. McCabe as needed, will perform the bulk of the testing associated with the required compliance reviews and audits, subject to oversight and review by the Monitor. BDO will work with outside firms to develop the community surveys and a public website. The specific roles for each key member of our team are laid out in more detail over the next few pages.
- d) **Cost-Effective & Collaborative Working Environment** - We will provide regular status updates including in regular calls with the Parties, on a public website, and in regular reports filed with the Court. We will also bring all of our collective experience to bear to perform our work in the most cost-effective manner possible. This will include early and regular discussions with the CPD and the Parties, an open line of communication with the Parties and the public by phone, email, and a public website.

Summary of Relevant Background & Experience



Jonathan Bunge
Partner
Quinn Emanuel

Role: Monitor

- ▶ Jon Bunge will serve as Monitor with the overall responsibility for the engagement.

Summary of Relevant Background: Jon Bunge is managing partner of the Chicago office of Quinn Emanuel. The American Lawyer and other publications have repeatedly described him as "one of Chicago's top trial lawyers." A former federal prosecutor, Jon also defends clients in government regulatory and criminal investigations and has particular experience in matters involving both private and governmental entities such as False Claims Act litigation. He has taught courses at the University of Chicago Law School on various criminal law subjects and evidence. Jon worked at the U.S. Attorneys' Office in Chicago for almost nine years before entering private practice. He was Deputy Chief for the General Crimes Division and the lead prosecutor in a series of high-profile cases including the prosecution of the Ford Heights, Illinois Chief of Police and six other police officers on corruption and racketeering charges; various cases arising out of the Silver Shovel investigation into political corruption in City and State government; a terrorism case involving the efforts of a Puerto Rican independence group to bomb a military recruiting center; the prosecution of a large Chicago street-gang that attempted to purchase military weapons for the purpose of attacking a Chicago police station; and a series of fraud prosecutions involving securities and other types of businesses. Jon is also a fellow of the American College of Trial Lawyers.

- ▶ Jon currently represents several clients in complex commercial litigation matters. Jon also currently serves as a director on the Better Government Association board of directors and as a director on the Metropolitan Family Services' Legal Aid Society board of directors.
- ▶ Jon received his J.D., with honors, from the University of Chicago Law School and his bachelors degree, cum laude, from Princeton University. He also served as a law clerk to Supreme Court Justice Byron White and the Honorable James Buckley of the U.S. Court of Appeals for the District of Columbia.
- ▶ It is anticipated that Jon will spend a significant portion of his time on this matter, subject to the approved Work Plan. He is a managing partner at Quinn Emanuel, a litigation firm, with a growing Chicago office and over 700 attorneys worldwide ready and willing to assist the Monitor's team on this or any of his other matters, as circumstances require.

Summary of Relevant Background & Experience



Ambassador
Crystal Nix-Hines
(Retired)
Partner
Quinn Emanuel

Role: Counsel/Assistant to the Monitor

- ▶ Ambassador Crystal Nix-Hines (Retired) will assist the Monitor in carrying out his duties for the engagement.

Summary of Relevant Background: Crystal Nix-Hines leads Quinn Emanuel's Crisis Law & Strategy Practice Group to help companies with crisis management issues, as well as longer-term strategic issues, including diversity and inclusion. Before re-joining the firm in 2017, Crystal served as U.S. Ambassador to the United Nations Educational, Scientific and Cultural Organization (UNESCO) in Paris, France where she led the U.S. Government's efforts to help UNESCO protect human rights and promote accountability among its 195-Member States. She also has an accomplished record in the governmental, legal and media sectors. As a former reporter for The New York Times, she covered the New York City Police Department, including police training, as well as allegations of corruption and racial discrimination. While working in the Clinton Administration, she worked actively to ensure accountability for war crimes through the establishment of the International War Crimes Tribunals for the former Yugoslavia and for Rwanda. In this capacity, she monitored and supported the work of the Chief Prosecutor, as well as led several inter-agency teams to both regions to investigate abuses and interview witnesses. At Quinn Emanuel, she has worked on a broad range of matters including high-profile litigations and investigations.

- ▶ Crystal currently represents several clients in complex commercial litigation matters.
- ▶ Crystal earned a B.A. from Princeton University and a J.D. from Harvard Law School, where she graduated with honors. She served as a law clerk to the late Judge William Norris of the Ninth Circuit and to former Supreme Court Justices Thurgood Marshall and Sandra Day O'Connor.
- ▶ Crystal will devote as much time as needed to assist the Monitor in carrying out his duties, consistent with the Work Plan.



Duane R. Lyons
Partner
Quinn Emanuel

Role: Counsel/Assistant to the Monitor

- ▶ Duane Lyons will assist the Monitor in carrying out his duties for the engagement.

Summary of Relevant Background: Duane Lyons served as an Assistant U. S. Attorney for the Central District of California from 1991 to 2001. During that time, he also served as the Chief of the Criminal Complaints Section where he was responsible for making charging decisions for the majority of criminal cases filed in the Central District of California. During his tenure as an Assistant U.S. Attorney, Duane received awards from numerous law enforcement organizations. He also received a personal commendation from the Attorney General of the United States for his work on the successful civil rights prosecution of the Los Angeles police officers involved in the Rodney King beating. In addition, Duane received Special Achievement Awards from the Department of Justice in 1994, 1995, 1996 and 1997. In 2000, he received the Attorney General's John Marshall Award, the highest award given to attorneys within the Justice Department, for his role as lead prosecutor in Operation Casablanca, the largest money laundering case in U.S. history. Duane has used his expertise in criminal law to represent individuals and corporations in criminal investigations before a variety of state and federal investigative agencies.

- ▶ Duane currently represents several clients in complex commercial litigation matters.
- ▶ Duane earned his J.D. from Yale Law School and his B.A. from the University of Pennsylvania.
- ▶ Duane will devote as much time as needed to assist the Monitor in carrying out his duties, consistent with the Work Plan.

Summary of Relevant Background & Experience



Elinor Sutton
Partner
Quinn Emanuel

Role: Counsel/Assistant to the Monitor

- ▶ Elinor Sutton will assist the Monitor in carrying out his duties for the engagement.

Summary of Relevant Background: As co-lead class counsel, Elinor Sutton obtained a landmark civil rights settlement of claims that the New York City Police Department issued more than 900,000 criminal summonses without probable cause as a result of quotas that the NYPD imposed on police officers. As part of the settlement, the City of New York agreed to pay up to \$75 million and has taken or will take significant steps to address NYPD quota, discipline, and officer evaluation policies. Before the City settled, it was subject to sanctions for destroying critical evidence. In the opinion approving the settlement, the court noted, "This civil rights class action is the paradigm of change and progress achievable in a society undergirded by the rule of law." Further, Elinor assisted overseeing the City of Hartford's compliance with a federal court order and consent decree concerning the relationship between the Hartford Police Department and the citizens of Hartford.

- ▶ Elinor currently represents several clients in complex commercial litigation matters.
- ▶ Elinor earned her J.D. from Yale Law School and her B.A. from Villanova University, where she graduated Phi Beta Kappa.
- ▶ Elinor will devote as much time as needed to assist the Monitor in carrying out his duties, consistent with the Work Plan.



Daniel Lombard
Partner
Quinn Emanuel

Role: Counsel/Assistant to the Monitor

- ▶ Daniel Lombard will assist the Monitor in carrying out his duties for the engagement.

Summary of Relevant Background: Daniel Lombard is a skilled litigator who represents clients in complex disputes before federal and state trial and appellate courts across the country. Dan has a wide range of experience, including litigation and advisory matters involving billion-dollar contract disputes, class actions, fraud, defamation, product liability, professional liability, fiduciary duty, restrictive covenants, employment disputes, the Uniform Commercial Code, M&A disputes, insolvency litigation, alter ego, real estate disputes, and a variety of business torts. A former journalist, Dan served as PILI fellow with the Better Government Association. Dan has a passion for ensuring appropriate government transparency and has a significant amount of experience involving the Illinois Freedom of Information Act ("FOIA"). Dan has led efforts to investigate FOIA compliance in the State, educate the public about FOIA, and pursue FOIA requests through litigation, where necessary and appropriate.

- ▶ Dan currently represents several clients in complex commercial litigation matters.
- ▶ Dan earned his J.D. from DePaul University College of Law, where he graduated summa cum laude, and his B.S. (Journalism) and B.A. (Political Science) from Boston University.
- ▶ Dan will devote as much time as needed to assist the Monitor in carrying out his duties, consistent with the Work Plan.

Summary of Relevant Background & Experience



Anthony M. Lendez
Partner
BDO

Role: Engagement Oversight - Technical Support & Quality Control for BDO

- ▶ Anthony Lendez will provide technical support to the BDO team and consult on navigating particularly sensitive monitorship matters.
- ▶ He will also provide quality control oversight, as needed.
- ▶ It is anticipated that Anthony will spend approximately 10% of his time on this engagement, subject to the development of the approved Work Plan.

Summary of Relevant Background: Anthony Lendez leads the Forensic Accounting & Investigations practice of BDO and has over 35 years of experience assisting clients with monitorships, securities litigation, and corporate internal investigations, among other matters involving compliance issues and alleged financial statement irregularities and management fraud. He is the lead BDO partner assisting the Monitor overseeing the National Mortgage Settlement (“NMS”) involving the nation’s largest banks and mortgage servicers. Anthony is also assisting, or has assisted the monitors overseeing the JPMorgan Chase, Citigroup, Bank of America, Morgan Stanley, and Goldman Sachs Residential Mortgage Backed Securities (“RMBS”) settlements, the JPMorgan Chase and Wells Fargo U.S Trustee Program (“USTP”) settlements, the Flagstar Bank Consumer Financial Protection Bureau (“CFPB”) settlement, and the Western Union AML settlement where BDO served as the Monitor. He also led the teams that conducted the independent evaluations of the Gulf Coast Claims Facility and the American Red Cross, and the independent examinations of New Century Financial Corporation and AOL Time Warner.



Marc Simon
Managing Director
BDO

Role: Engagement Management - Overall Completion of the Project

- ▶ Marc Simon will serve as the primary project manager leader for the Monitor’s team with the responsibility of coordinating and completing all project activities.
- ▶ He will oversee the engagement team, including any sub-consultants, and has the authority to allocate staff resources to meet the needs of the Parties.
- ▶ He will serve as the single point of contact for all technical matters, including sampling and statistical related inquiries.
- ▶ It is anticipated that Marc will spend approximately 25% of his time on this engagement, subject to the development of the approved Work Plan.

Summary of Relevant Background: Marc Simon is a part of the leadership team in BDO’s engagements assisting the Monitors of the National Mortgage, Citigroup RMBS, and Flagstar settlements evaluating compliance with those settlements, including compliance with consumer relief provisions involving various forms of loss mitigation and mortgage servicing standards—under both the National Mortgage Settlement and the CFPB standards. Among other things, Marc has been responsible for addressing all issues related to sampling and the statistical validity of various sampling methodologies. He has also conducted training sessions on both servicing standards and consumer relief, including periodic related sampling.

Summary of Relevant Background & Experience



Sam Nazzaro
Managing Director
BDO

Role: Senior Engagement Advisor - Law Enforcement Practices, Monitoring & Civil Rights

- ▶ Sam will serve as a senior advisor to the project leveraging his extensive law enforcement and military background together with his review and oversight experience.
- ▶ He will be involved in training and guidance and review of law enforcement practices as well as monitoring and evaluation.
- ▶ It is anticipated that Sam will spend approximately 25% of his time on this engagement, subject to the development of the approved Work Plan.

Summary of Relevant Background: Sam Nazzaro served in a variety of senior and international roles with the U.S. Department of Justice (DOJ), as an Assistant U.S. Attorney, Criminal Chief, Lead OCEDEF Attorney, Senior Trial Attorney at DOJ's Criminal Division DC headquarters and overseas as an investigator, Judicial Attaché, Adjunct Expert Instructor and Rule of Law Director. Additionally, as a retired Lieutenant Colonel with the Department of Defense Judge Advocate Corp. (JAG), Sam has extensive experience instructing on the use of force and de-escalation tactics and has conducted sensitive investigations as a JAG subject matter expert in investigative techniques. Sam's DOJ and military work includes supervision of federal, state and local police task forces and counseling law enforcement on the use of force, constitutional issues and other best practices both nationally and internationally. As a former federal prosecutor including as a trial attorney with DOJ's elite Organized Crime Section, Sam successfully investigated, managed and prosecuted large complex racketeering cases with local, state and federal authorities involving national and global criminal organizations. Included among his DOJ accomplishments, was the dismantling of a Russian organized crime health care organization, the demise of the New England La Cosa Nostra and the first successful federal death penalty prosecution of an international MS-13 gang leader. Sam has lectured nationally and globally on investigations, special investigative techniques, use of force, anti-corruption, and other topics including instruction in over 20 countries, at the DOJ's prestigious National Advocacy Center and at American University Law School.




Nicole Sliger
Partner
BDO

Role: Engagement Management - Project Management & Report Drafting

- ▶ Nicole Sliger will serve as a co-project leader, leveraging her forensic accounting, investigative, monitorship and compliance experience to ensure project deliverables and work products meet the required timelines and the highest quality standards.
- ▶ She will be involved in the review of project deliverables and provide, as necessary, ad hoc support to the Monitor's team, including drafting periodic reports.
- ▶ It is anticipated that Nicole will spend approximately 15% of her time on this engagement, subject to the development of the approved Work Plan.

Summary of Relevant Background: Nicole Sliger has more than 17 years of experience providing accounting and consulting services, including conducting forensic investigations, interviews and regulatory compliance monitoring services for privately held companies, government agencies and financial institutions. Nicole is the project leader for the NMS engagement, assisting the Monitor in evaluating several large financial institutions' compliance with new mortgage servicing rules and other settlement terms. She has been involved in a number of high-profile securities litigation matters, investigations and financial statement fraud cases, helping counsel evaluate and interpret auditing, accounting, financial reporting and compliance issues. She provides monitoring and oversight services to companies required to comply with settlement terms and corporate compliance programs.

Summary of Relevant Background & Experience

 <p>James McCabe</p>	<p>Role: Advisor to the Monitor Team</p> <ul style="list-style-type: none"> ▶ James will serve as a senior advisor to the project leveraging his extensive law enforcement experience. ▶ He will be involved in training and guidance and review of law enforcement practices as well as monitoring and evaluation. <p><i>Summary of Relevant Background:</i> James E. McCabe, Ph.D. is a 21-year veteran of the New York City Police Department. During his NYPD career, he held numerous assignments including the Commander of the Office of Labor Relations, the Commander of the Training Bureau and Police Academy, the 110th Precinct, as well as several other operational and managerial assignments. Dr. McCabe now works as an Associate Professor of Criminal Justice at Sacred Heart University. His research interests include police organizational behavior and police-community interactions. Dr. McCabe is also a nationally recognized expert on police operations.</p>
 <p>Chris Kim Director BDO</p>	<p>Role: Engagement Management - Compliance Testing Development & Oversight</p> <ul style="list-style-type: none"> ▶ Chris Kim will serve as an advisor to the project. ▶ He will be involved in development of the metrics. ▶ It is anticipated that Chris will spend approximately 15% of his time on this engagement, subject to the development of the Work Plan. <p><i>Summary of Relevant Background:</i> Chris has more than 20 years of investigative and legal experience in law enforcement (FBI) and international sanctions cases (World Bank Group). Chris' investigative and legal experience has involved criminal and national security cases in the U.S. as an FBI Agent, FBI Attorney and Supervisory Special Agent. As a Special Agent with the FBI, Chris conducted fugitive, Interstate trafficking, drug, corruption and money-laundering cases in the U.S. involving gangs, Russian organized crime and federal and state officials. These cases were also worked jointly with other federal agencies and state/local police departments such as the Internal Revenue Service, U.S. Customs, INS, and state/local police departments in New Jersey and/or California. He also served as an associate counsel in the FBI-New York office where he was responsible for providing legal advice, policy advice and legal & policy training to FBI senior managers, FBI agents and Joint Terrorism Task Forces (Federal Agencies, NYPD, and other state/local police departments) regarding topics including but not limited to constitutional issues related to the 1st and 4th amendments, FBI's Deadly Force policy, Investigative Operation Guidelines, review of wiretap applications, under-cover operations, review of draft search warrants, national security letters and Foreign Intelligence Surveillance Act applications.</p>

Summary of Relevant Background & Experience



Angela Allen
Executive Director
Mitchell Titus

Role: Engagement Oversight -Technical support and quality control for Mitchell Titus

- ▶ Angela Allen will lead and manage the Mitchell Titus resources with regard to data collection and validation, internal control assessments/reviews, operational/organizational structure reviews, information technology systems reviews, and compliance testing including onsite/field visits.
- ▶ She will also serve as the quality control reviewer of Mitchell Titus's work.

Summary of Relevant Background: Angela Allen is an Executive Director with Mitchell Titus. Angela has more than 25 years of assurance and advisory experience serving government and public sector clients and private sector clients with a specific focus on audit services, accounting advisory, risk management, regulatory compliance, and business performance improvement.

Angela is a lifelong resident of Chicago. In addition to the professional affiliations above, she has served as a member on the Board of Specified Jurisdiction for St. Columbanus School and the Finance Council of St. Columbanus Church. She was also Co-Chair of the Chicago Alumnae Chapter of Delta Sigma Theta Sorority's Betty Shabazz Academy (enrichment program for 11 -13 year old young girls).

Qualifications

Policing and Law Enforcement Practices

Our team, including Quinn Emanuel in collaboration with BDO, Mitchell Titus, and Dr. Jim McCabe, possesses the skills and qualifications essential to serving as an effective, independent monitor of the Chicago Police Department. We believe that we are qualified for this role, as explained in detail below.

Several of Quinn Emanuel's partners have specialized experience conducting investigations involving some of the nation's largest police departments. In particular, many of Quinn Emanuel's partners and proposed team members served as Assistant United States Attorneys at various U.S. Attorneys' Offices where they led a number of high-profile police misconduct and public corruption cases.

As a former Assistant United States Attorney here in the Northern District of Illinois, I led the prosecution of the Ford Heights, Illinois Chief of Police and six police officers on charges of corruption and racketeering. Further, I led the prosecution of various individuals arising out of the Silver Shovel investigation involving political corruption in Chicago and State government. After joining private practice, the State of Illinois appointed me to serve as a Special Assistant Attorney General to assist in the creation of the Attorney General's Public Integrity Unit. This work ended approximately eight years ago. Duane Lyons served as an Assistant United States Attorney with the United States Attorneys' Office for the Central District of California, where he prosecuted a federal civil rights case stemming from the beating of Rodney King. Duane received a personal commendation from the United States Attorney General for his work on that matter. Quinn Emanuel partner and proposed team member Elinor Sutton successfully litigated a case against the New York Police Department concerning various unconstitutional policies, including the disproportionate issuance of summonses to minorities in *Stinson v. New York Police Department*.

James E. McCabe, Ph.D. is an Associate Professor of Criminal Justice at Sacred Heart University. As a 21-year veteran of the New York City Police Department, Dr. McCabe held numerous assignments including the Commander of the Office of Labor Relations, the Commander of the Training Bureau and Police Academy, the 110th Precinct, as well as numerous other operational and managerial assignments. Dr. McCabe is also a nationally recognized expert on police operations, and his research interests include police organizational behavior, and police-community interactions.

He was the principal investigator in more than 70 studies examining police operations in over 40 states and in every region of the country. In addition, he has appeared as an expert witness in labor wage and interest arbitrations, an expert witness on the use of force, as well as a mediator in labor-management dispute resolutions. Dr. McCabe has received numerous awards from civic, academic, and law enforcement agencies. He is the recipient of the prestigious Arthur Neiderhoffer Award for Criminal Justice Research, the Marion Calabrese Outstanding Faculty member, and has been featured in a documentary on policing on the History Channel and in the NY Times Section on "Public Lives."

Monitoring

Quinn Emanuel

Quinn Emanuel serves as counsel to individuals and entities in a wide range of situations and is often called upon to counsel individuals and organizations in times of crisis. Many times, successful resolution of these situations includes creation and appointment of a monitor - a process with which Quinn Emanuel is intimately familiar. Ambassador Crystal Nix-Hines (Retired) is head of Quinn Emanuel's Crisis Law and Strategy Practice Group. She, along with other proposed team members, regularly evaluates legal compliance at multinational companies and entities under federal investigation, which includes leading teams that interview employees, review documents, monitor compliance, and recommend reforms. Her group includes former prosecutors, senior government officials, and media experts, all skilled in swiftly and decisively handling and remedying crisis situations for clients on a moment's notice.

In addition to her experience reforming the New York Police Department, Elinor Sutton has experience with monitoring a consent decree that was issued against the Hartford, Connecticut Police Department. Specifically, Elinor was selected to assist the Federal Special Master assigned to oversee the City of Hartford's compliance with a federal court order and consent decree concerning the relationship between the Hartford Police Department and the citizens of Hartford.

Outside the law enforcement context, another monitoring example is Quinn Emanuel's monitorship of Odebrecht. Quinn Emanuel represents the Odebrecht Group in connection with civil and criminal investigations flowing from the "Lava Jato" (Car Wash) scandal, the largest corruption scandal in the history of Latin America and what the DOJ has described as "the largest-ever global foreign bribery resolution." We helped secure a global resolution of Odebrecht's criminal liability in the U.S., Brazil, and Switzerland, which set up dual corporate monitors in the U.S. and Brazil. This allowed the company to clean up corporate misconduct and continue operating despite allegations that constituted a threat to the company's survival. In our role as corporate counsel, Quinn Emanuel was responsible for setting up the monitor and is responsible for working with the monitor to ensure corporate compliance with the plea agreement. The plea agreement establishing the monitor is attached as part of Appendix F.

Additionally, Quinn Emanuel has conducted a large number of sensitive internal investigations at the direction of corporate general counsel, audit committees and special committees. Team members including Jon Bunge and Duane Lyons and others perform these types of investigations as a regular part of their work. Quinn Emanuel's internal investigations practice is among the highest regarded in the nation. We have conducted countless confidential internal investigations and have also been called upon in high profile, public situations to investigate misconduct and recommend reforms. One non-confidential example is the internal investigation of Fédération Internationale de Football Association ("FIFA") and related entities. Quinn Emanuel has been retained by FIFA as its lead counsel to investigate what the New York Times described as "one of the most complicated international white collar cases in recent memory." Specifically, we represent FIFA in the global criminal investigations involving allegations that international media companies bribed FIFA officials to obtain sponsorship and broadcasting contracts.

Quinn Emanuel also represents Julius Baer in connection with parallel investigations by the DOJ and Swiss authorities involving allegations that FIFA officials and sports media and marketing officials engaged in money laundering, racketeering and wire fraud in connection with the awarding of global and regional soccer tournament media and marketing rights. Julius Baer is the only Swiss bank (out of nearly 100) to make a voluntary disclosure to the DOJ and the DOJ referred to Julius Baer's cooperation as the "gold standard." Julius Baer's cooperation included conducting a comprehensive internal investigation, implementing a wide-ranging remediation plan and providing information and documents to the DOJ earlier than other Swiss banks while complying with Swiss law.

In another instance, Quinn Emanuel was retained by a special committee of BTG Pactual S.A. to perform an emergency, rapid investigation into various allegations of corruption and illegality related to the arrest of its CEO, André Esteves and subsequent media coverage. Our team successfully conducted a thorough and extensive investigation in just four months. At the conclusion of Quinn Emanuel's investigation, BTG Pactual released a statement with our findings of no wrongdoing. That press release is attached as part of Appendix F.

Monitoring

BDO

BDO's monitorship experience and qualifications will assist our team in assessing CPD's compliance with the Consent Decree.

BDO has substantial experience serving as monitor as well as supporting monitors in the regulatory oversight of large, historic settlements. The firm has extensive experience executing large, complex, and high-profile engagements requiring objectivity and independence in the context of regulatory oversight and public interest concerns. BDO regularly counsels large, multinational companies on compliance matters and advises on governance practices. For example, BDO is the primary professional firm assisting the Monitor of the historic \$25 billion National Mortgage Settlement and previously served as the Monitor of Western Union's anti-money laundering settlement as well as conducted the independent examination (ordered by the United States Department of Justice pursuant to legislation) of claimant payments made by the Gulf Coast Claims Facility, among others.

BDO has extensive experience conducting work under the oversight of the United States Department of Justice, the Securities and Exchange Commission, and the Consumer Financial Protection Bureau, among other regulators, assisting monitors in assessing and validating compliance by major organizations with the requirements of settlement agreements, consent orders, and similar court decrees.

BDO's experience reviewing and evaluating organizations for compliance have typically involved the following:

- ▶ Devising resource and testing protocols, specified and agreed to up front by all parties in a Work Plan (e.g., how we interact/communicate with and among the Parties, how to handle instances of CPD non-compliance with provisions of the Consent Decree, etc.)
- ▶ Developing technology platforms for purposes of sharing files, including confidential information
- ▶ Formulating compliance testing "metrics" (which would be used in conjunction with the Compliance Reviews and Audits requirement in paragraphs 619-621 of the Consent Decree) to measure the degree of compliance with the various areas addressed in the Consent Decree (Community Policing, Impartial Policing, etc.)
- ▶ Determining related metric testing populations and assessing them for accuracy and completeness, including review of population-deriving query codes in programs such as SQL or SAS (e.g., ensuring that a population of Taser incidents for our review contains accurate, unaltered information and does not omit any incidents—such as unfavorable ones; additionally, ensuring that any software used by the CPD to derive the population in question results in the desired population)
- ▶ Establishing appropriate statistical sampling parameters and performing statistical sampling to derive samples for compliance testing, in line with paragraph 621 of the Consent Decree, to ensure that the sample tested is representative of the corresponding population
- ▶ Developing training related to metrics testing
- ▶ Testing sampled items and statistically analyzing results
- ▶ Summarizing results in reports to regulatory and governmental bodies and other interested parties

See Appendix D for additional information on BDO's relevant experience and references, and Appendix F for BDO's examples of non-confidential work product similar to the reports required for this monitorship.

Monitoring

Mitchell Titus

Mitchell Titus' Government & Public Sector practice is composed of professionals skilled in the auditing, accounting and budgeting methods, systems and controls that today's state and local governments use in reporting. The Mitchell Titus professionals have years of experience with the systems, programs and issues of the public sector. They stay current on industry changes through active participation in numerous professional networks, ensuring that their service will be both timely and relevant. The firm has been attuned to the needs of government and the public sector since the firm's founding. Efficient compliance audits and other audits in the government and public sector require a high degree of innovation, technical proficiency, financial acumen and experience. The Mitchell Titus team selected possesses these attributes, and Mitchell Titus' organizational structure supports their ability to provide vital information and advice quickly and decisively.

Mitchell Titus has performed internal audit co-sourcing (working with existing internal audit resources of the client), compliance testing and other advisory services for both the New York City Department of Education, the New York City School Construction Authority, Chicago Convention & Tourism Bureau, Chicago Cook County Workforce Partnership, Chicago Infrastructure Trust, Chicago Minority Supplier Development Council, Chicago United, Chicago Neighborhood Initiative, DuSable Museum of African American History, Garfield Counseling Center, Henry Booth House, Housing Opportunities Mean Empowerment, Loretto Hospital, Museum In The Park, The Barack Obama Foundation, Millennium Park Foundation, University of Chicago- IBHE, UChicago Impact, LLC, Young Women's Leadership Charter School, Youth Job Center and World Sport Chicago. These engagements required that the firm manage multiple projects for different Municipal departments simultaneously.

In connection with its government sector projects, Mitchell Titus has performed a risk assessment that included identification of operational, reporting and compliance risks. Based on identified risks, Mitchell Titus co-developed and executed detailed compliance programs across various other agency departments. Mitchell Titus has also (1) evaluated internal controls and processes related to federal and state grant funding; (2) assessed compliance with grant terms; and (3) provided insight on new regulations impacting certain federal grants received by the agencies. In addition, Mitchell Titus has audited vendor invoices to municipal governments and assessed agency compliance with vendor contract terms. At the conclusion of its government sector projects, Mitchell Titus provided the agencies with a summary of its findings and recommendations, which facilitated improvements in various policies, procedures, processes, and related internal controls.

Mitchell Titus has also audited financial statement of various city and state agencies, including compliance audits over federal awards in accordance with the Office of Management and Budget's ("OMB") Uniform Guidance. Members of the Mitchell Titus team also serve as internal auditors for clients in the not-for-profit sector, which involves testing business and financial processes and internal controls, as well as compliance with key internal policies and procedures and relevant government regulations. Mitchell Titus also performs other attest engagements, such as agreed-upon procedures engagements, which require the firm to test and evaluate specific defined criteria and report findings in written reports to client management. In addition, Mitchell Titus regularly works on engagements under the AICPA consulting standards to perform process and internal controls reviews that result in detailed findings and recommendations reports intended to assist clients with implementing improvements.

All of these engagements require Mitchell Titus to perform a detailed evaluation of processes, internal controls, policies and procedures and compliance with regulations and other requirements. Mitchell Titus drafts reports that include findings and recommendations that are intended to communicate the firm's ideas to improve both the effectiveness and efficiency of processes and internal controls and to ensure compliance with applicable laws, regulations and requirements.

Communications

In addition to Quinn Emanuel's firm's monitorship experience, the BDO team members have, as an integral component of their monitorship experience, prepared or assisted in the preparation of the monitor's required reports whether for the relevant parties, the public via website posting, or both. While we will be contracting with an experienced survey firm to conduct community surveys, we will be responsible for working with the Parties to appropriately communicate the results of those surveys via an appropriate combination of web posting and meetings with the community and stakeholders. Our reports for this matter, like our litigation briefs and jury statements, will communicate complex facts and issues in a clear and concise manner such that the Court and the community at-large will have no difficulty understanding them. Our team's approach to communication is to describe the facts as we see them in a straight-forward, clear fashion. See Appendix F for examples of our non-confidential work product similar to the reports required for this monitorship. We also routinely make presentations to the Department of Justice and other government regulators about our internal review findings, recommendations and next steps.

Ability to Collaborate with Government Entities

We have extensive experience partnering with government entities and have achieved positive results from these joint collaborations for our clients. The most prominent recent example was Quinn Emanuel's partnership with the Federal Housing Finance Agency in *Fed. Hous. Fin. Agency v. Nomura Holding Am., Inc.*, Case No. 11-cv-6201 (SDNY).

Representing this government agency, Quinn Emanuel achieved an across-the-board victory on appeal at the Second Circuit affirming our \$800+ million trial win for the Federal Housing Finance Agency, as Conservator for Fannie Mae and Freddie Mac. This key ruling came six years into our litigation against the banking industry in connection with securitizations of nearly \$200 billion in shoddy residential mortgage-backed securities in the run-up to the 2008 financial crisis. Only one action—against Nomura and RBS—went to trial; all others settled on terms favorable to FHFA. After obtaining significant pre-trial rulings, including that FHFA did not have knowledge of the banks' falsity and that the banks did not exercise reasonable care, and following a nearly four-week trial in the Southern District of New York, we prevailed against both Nomura and RBS, and FHFA was awarded over \$800 million.

The win brings our total recovery for the U.S. Treasury to over \$25 billion.

Additionally, Quinn Emanuel has represented several major government contractors in evaluating instances of alleged mischarging and reporting findings to the federal government, with resulting administrative resolution of the issues.

Our firm, including members of the proposed Monitor's team, has also achieved results on behalf of citizens that have led to the cleanup of government agencies. Most prominently, in *Stinson, et al. v. The City of New York, et al.*, Case No. 10-cv-04228 (SDNY), Quinn Emanuel and its co-counsel achieved a landmark civil rights settlement with the City of New York and the New York Police Department (NYPD). The City and the NYPD agreed to pay up to \$75 million to resolve claims that because of NYPD quotas, New York City police officers issued nearly 900,000 criminal summonses without probable cause in violation of the Constitution. The settlement agreement also sets forth a series of significant steps that the City has taken since the start of the litigation, or will be taking going forward, to address quota policy and other matters raised in the lawsuit. Specifically, the settlement agreement called for New York City to "send out department wide notifications to reiterate its policy that quotas and numerical performance goals were banned, that supervisors who put them in place could be subject to disciplinary action and that officers who believed they had been threatened or retaliated against for failing to comply with a quota should notify the department's Internal Affairs Bureau."¹

Finally, we regularly work with our private sector clients to partner with government entities. Where appropriate, we recommend that our clients make voluntary disclosure about misconduct within their companies or industries, and then work with the appropriate government authorities to investigate, institute reforms, and ensure full compliance moving forward. See Appendix F for work product concerning the work mentioned above. Also see Appendix C for our firm's Diversity Description.

In addition to the experience of the partners and proposed team members discussed above, Quinn Emanuel has a number of senior associates with broad experience working to protect various civil rights, including one associate who previously worked as a prosecutor in the Criminal Section of the Civil Rights Division at the United States Department of Justice. For more on Quinn Emanuel's relevant experience, see Appendix A.

Experience Working with Various Constituencies

We are committed to diversity and can communicate with every conceivable constituency. This is a necessary and integral component of our practice. Our offices are all in big cities with diverse populations. Juries in these cities, and in other cities where we try cases, typically are made up of people of all backgrounds. Diversity in our trial team is a compelling advantage in communicating effectively with diverse jurors. Our diversity gives us a leg up in communicating, not only with jurors, but with our clients, witnesses, and others from around the world. Our lawyers speak Spanish, German, French, Italian, Armenian, Russian, Finnish, Hungarian, Tagalog, Mandarin Chinese, Japanese, Korean, Farsi and Hebrew, among other languages. Our ability to work with various and diverse constituencies has been a large factor in our successes on behalf of pro bono and other clients in our Law and Civil Rights practice, as described in detail in Appendix C.

Knowledge of Chicago Communities

I currently serve as the managing partner of Quinn Emanuel's growing Chicago office, and I have experience representing many Chicago-based Fortune 500 companies, as well as experience serving the government and Chicago community. After attending the University of Chicago for law school, I served in the U. S. Attorney's Office for the Northern District of Illinois located in Chicago. For approximately nine years, I served as an Assistant U.S. Attorney and then Deputy Chief of the General Crimes Section, where I worked on local and state corruption cases. From 2005 to 2009, I served as a Special Assistant Attorney General in the Illinois Attorney General's office. In that role, I helped initiate a public integrity unit dedicated to investigating and prosecuting corruption offenses. I also currently serve on the Better Government Association Board of Directors and the Metropolitan Family Services' Legal Aid Society Board.

Additionally, BDO's Chicago offices serve clients throughout Chicagoland. Professionals work with a wide variety of organizations with the accessibility and insight gained from a strong local presence, as well as the depth and breadth of resources that can only be found at a leading global accounting firm.

Chicago is home to BDO's national headquarters, as well as two practice offices. BDO has grown organically to become one of the largest accounting presences in the Chicago area. Just as BDO is committed to helping its clients, BDO also contributes to a variety of charitable and volunteer programs, including Link Unlimited, Ladder Up, the American Heart Association, and the Alzheimer's Association, as well as local food banks, children's hospitals, and animal shelters, among others.

Mitchell Titus recently expanded its presence in the Chicago market. This newly forged depth and breadth of experience boosts the ability to bring extensive knowledge and professional service solutions to clients through a well-trained, diverse and experienced staff.

Project and Change Management

The BDO individuals on our team have, as an integral component of their monitorships, overseen changes within the monitored organizations as those organizations have improved their compliance with policies and procedures or standards specified within settlement agreements over time. Compliance is measured in part by using metrics determined in conjunction with the Monitor and the organization being monitored (see pages 21-23 for a more detailed discussion of the monitoring process). To the extent there is noncompliance to a level that is considered unacceptable, a corrective action plan will be put in place that is acceptable to the Parties. This has been the case in some of the large monitorships that BDO has been associated with which have subsequently led to constructive changes within the organization. Additionally, completing projects within anticipated deadlines and within budget has been a hallmark of BDO's monitorship engagements.

Budgeting

BDO has significant experience in municipal budget planning and process. BDO has helped municipal governments develop projected revenues and expenditures as well as develop and implement approaches to maximize subsidy from all funding sources. BDO has also helped develop allocation of expenditures for housing authorities and other public organizations. In particular, BDO's past work with housing authorities has included development of public housing budgets, development of a consolidated multi-program budget, trend analysis, forecasting, common side analysis, and analysis of project operating reserves.

Data Analysis and Information Technology

Additionally, BDO's Data Analytics team consists of professionals with certifications in SQL Server, Oracle, Tableau, and R statistical software. BDO's team has extensive credentials, such as PhDs in Statistics and Mathematics, Masters Degrees in Predictive Analytics, Computer Science, and Fraud Management/Economic Crime. BDO has developed technology platforms for many clients related to monitorship engagements to deliver efficient, scalable, speedy and collaborative data management and analytic services. These tools have included assisting with amassing and organizing information, retention services and production processes, as well as devising secure database management solutions to protect, store and analyze data and documents, masking and/or redacting confidential and non-public personal information, and consulting on other IT-related issues (access, data analytics and e-discovery). BDO uses statistics, proprietary technology, visualization tools and various applications to gather, summarize, and review data for inconsistencies and anomalies. BDO also has a Research and Development lab that concentrates solely on the development of new ways to use analytics. Our team has resources dedicated to evaluating software, statistical methods, and algorithms to innovatively find inconsistencies in patterns and trends. BDO utilizes machine learning and artificial intelligence ("AI") to detect anomalies for various transaction types. Rather than searching for specific attributes of transactions, BDO can analyze the data as a whole to find anomalies in patterns and trends. BDO then reviews unusual or "at-risk" transactions and "teaches" the program how to deal with these transactions in the future. In an ongoing review such as this project, this would increase the accuracy of the anomaly detection and minimize the time-consuming review of false positives as would exist in other methods of sampling for our compliance testing. BDO's focus on data analytics is also in the presentation of the results. Results must be actionable, relatable and easily understood, thus BDO uses visualization tools like Tableau to present findings with a web portal to display reports that are accessible 24/7. Our team has experience presenting reports to executives, regulators, the public and other constituents. BDO has set up hundreds of report user environments and regularly creates useful and simple reports that are easily comprehended by and appropriate for the audience.

Our team's law enforcement-specific experience includes operational analysis of large data sets as well as the design and operation of policing policies and procedures. For instance, Dr. McCabe, as a nationally recognized expert on police operations, was the principal investigator in more than 70 studies examining police operations in over 40 states and in every region of the country.

Potential Conflicts of Interest or Bias

To the best of our knowledge, over the past ten years, attorneys at Quinn Emanuel have served in roles adverse to the City of Chicago and affiliated departments, as well as the State of Illinois and affiliated departments, in over 40 matters. Generally, these matters range from litigation concerning claims of environmental issues to claims of product liability issues. All the matters are closed or in the process of being closed. We would be happy to provide non-confidential details regarding these matters upon request.

While at another firm, I, Jon Bunge, represented Safeguard Properties LLC against the Illinois Attorney General in *The People of the State of Illinois v. Safeguard Properties LLC*. The case settled in 2015. Further, as disclosed above, the State of Illinois appointed me to serve as a Special Assistant Attorney General to help the Illinois Attorney General's office organize a Public Integrity Unit. That work ended a number of years ago.

Quinn Emanuel partner, Daniel Lombard, has represented various individuals in Freedom of Information Act claims against the City and State. In particular, Dan represented the plaintiff, Better Government Association, in the following cases: *Better Government Association vs. Illinois Department of Corrections*; *Better Government Association v. Chicago Transit Authority*; and *Better Government Association v. City Colleges of Chicago*. All matters are now closed.

Another of Quinn Emanuel's partners, Chris Landau, represented the City in a dispute involving the location of the Lucas Museum prior to joining our firm. Our firm has not been engaged on that matter.

Quinn Emanuel currently represents various Chicago employee pension funds in an antitrust case titled: *Public School Teachers' Pension and Retirement Fund of Chicago v. Bank of America Corporation et al.* The firm's clients include the Chicago Teachers Pension and Retirement Plan; the Public School Teachers' Pension and the Retirement Fund of Chicago; and the Policemen's Annuity & Benefit Fund of Chicago.

As for familial relationships with the City or State and Affiliated Departments, Quinn Emanuel partner, Stephen Swedlow, is the husband of Soo Choi, the City of Chicago Commissioner of Human Resources. Further, Quinn Emanuel attorney Carolyn Hart is the cousin of Thomas Lieber, a Chicago Police Department detective.

Further, Mitchell Titus currently audits the Chicago Policeman's Annuity Benefit Fund. This audit of financial statements for an organization tangential to the CPD does not impact Mitchell Titus' ability to assist the Monitor in assessing the CPD's compliance with the operational requirements of the Consent Decree, and more specifically, police policies, procedures, and practices.

Finally, to the best of our knowledge, we have not engaged in any discussions with the Parties, their staffs, experts, and agents since the RFP was released, and thus have no communications with any of the Parties to the Consent Decree to disclose in our application in response to the RFP.

Proposed Activities and Methodology

In order to perform the Monitor's duties and responsibilities pursuant to section XII of the Consent Decree, our team envisions using a four-phase methodology, summarized below. Details of each of the four phases are provided on the following pages. With respect to the frequency of the proposed activities including compliance testing, meetings and other communications with the Parties and other constituents, our team believes that would be best determined in conjunction with the Parties. With respect to the specific personnel responsible for the various activities, the number of hours they will spend on them, and the number of hours to be spent in Chicago, that will similarly depend on decisions to be made in conjunction with the Parties, such as the number of metrics to be used for compliance testing, the statistical sampling parameters used for determining sample sizes used in testing, and compliance tolerance levels (e.g., a specific Consent Decree requirement not being met 1%, 5%, or 10% of the time) that are considered acceptable to the Parties. Nonetheless, we anticipate a significant number of hours would be spent in Chicago in view of (1) Quinn Emanuel having an office located in Chicago, (2) Mitchell Titus' strong presence in Chicago, and (3) BDO's headquarters being located in Chicago.

Monitorship Plan

Our team envisions using a four-phase methodology, summarized below, to carry out the Monitor's duties pursuant to the Consent Decree. Details of each for the four phases are provided on the following pages.

We anticipate the need to tailor this methodology and process based on discussions with the Parties.



ONGOING STEPS:

Please keep in mind that throughout the four phases, we will:

- ▶ Conduct regularly scheduled meetings/calls of the Monitor's team to provide status updates and ensure proper communication and coordination with all team members.
- ▶ Communicate as needed with the Parties, the Court, the OAG, the DOJ, CPD officers, the CPD Superintendent, other CPD personnel as designated by the Superintendent, counsel for the City, the public, and the collective bargaining representatives of CPD officers.
- ▶ Continuously identify opportunities for process improvements and procedure changes, and communicate same in a timely fashion.
- ▶ Identify potential exceptions and gaps in implementation of appropriate policies and procedures and communicate same in a timely fashion.
- ▶ Provide technical assistance and make recommendations pursuant to paragraph 633 of the Consent Decree.

Monitorship Plan

PHASES 1 & 2



Phase 1 (Initial Steps): BUILD UNDERSTANDING & TRUST AND LEARN ORGANIZATIONAL STRUCTURE, POLICIES, PROCESSES & PROTOCOLS

- ▶ Convene a working group of the CPD, the Parties, and other key stakeholders to triage and prioritize the Consent Decree's most immediate concerns and support active measures to address.
- ▶ Establish protocols for communicating with the CPD, the Parties, and others as required under the Consent Decree.
- ▶ Make document requests with regard to organizational structure and policies and procedures.
- ▶ Interview designated CPD individuals to obtain an understanding of existing relevant policies and procedures, as well as anticipated changes by CPD to same in light of the Consent Decree.
- ▶ Develop a shared-site mechanism to facilitate access to CPD documentation through a secure technology platform or portal (to maintain confidentiality of, for example, residents' personal information).
- ▶ Set up the public website pursuant to paragraph 641 of the Consent Decree.

Phase 2: DEVELOP METRICS & WORK PLANS

- ▶ Based on the knowledge gained in the foregoing meeting(s) and interviews, draft prioritized compliance metrics for discussion with the CPD and the Parties, including determination of:
 - Testing populations, along with how to confirm the accuracy and completeness of those populations
 - Statistical sampling parameters
 - Compliance metric tolerance levels, and
 - To what extent advance notice to perform testing will be provided.
- ▶ Formulate metric testing templates to be used to assess compliance.
- ▶ Working collaboratively with the CPD and the Parties, prepare the Monitoring Plan for the first year of implementation pursuant to paragraph 629 of the Consent Decree.
- ▶ Taking into account the initial Monitoring Plan, prepare an overall Work Plan for the protocols and conduct of the Monitorship and work with the CPD and the Parties to finalize a mutually agreed-upon version.
- ▶ Investigate whether external resources involving City, State, federal or other non-governmental entities are available to support the execution of the Work Plan, metrics testing, or other work requirements arising from the Monitorship.



Monitorship Plan

PHASES 3 & 4



Phase 3: OVERSEE EXECUTION OF WORK PLAN & PERFORM COMPLIANCE TESTING

- ▶ Assess the accuracy and completeness of semi-annual testing populations provided by the CPD.
- ▶ Perform statistical sampling to derive a representative sample of items from each of the individual populations (e.g., Taser incidents, use-of-force incidents, etc.) for testing, as applicable.
- ▶ Working with the Monitor's contractors, test the sampled items, then statistically analyze results to determine degree of compliance for each metric, and summarize findings.
- ▶ Review practices in place vis-a-vis relevant policies and procedures, as applicable.
- ▶ Discuss summarized findings first with the CPD, then together with the Parties to target any necessary remediation areas; make recommendations to improve systems, policies, and procedures as necessary.
- ▶ Discuss complaints against the CPD, as obtained through the various means indicated in the Consent Decree, with the CPD and the Parties, to determine whether any modifications need to be made to testing focus and prioritization.
- ▶ Investigate if external resources involving City, State, federal or non-governmental funders are available to support the execution of the Work Plan, the metrics testing, or other work requirements arising from the Consent Decree.
- ▶ Assess progress on compliance with the Monitoring Plan with respect to the previous and current semi-annual periods and discuss with the CPD and the Parties.

Phase 4: DISCUSS & REPORT FINDINGS & RECOMMENDATIONS

- ▶ Examine evidence gathered from testing, analyze results, and summarize findings.
- ▶ Make recommendations to improve systems, policies, procedures, as necessary.
- ▶ Draft semi-annual reports, for preliminary discussion with the CPD and the Parties.
- ▶ Finalize and issue the semi-annual reports, and post to the public website.

Cost Estimates

SEE APPENDIX B FOR PROPOSED BUDGETS & RELATED COST INFORMATION

Subject to the "Fees and Costs - Assumptions" in Appendix B, we are proposing a budget with total fees and costs ranging from an average of \$2.93 to \$3.83 million per year, which is net of the pro bono amounts that our team would provide in view of what we perceive as the importance of this work to the City of Chicago and the CPD. As is typical for monitorships, the costs are higher in the first two years due to the up-front time needed for activities such as meetings with multiple parties, interviews of key personnel, obtaining and reviewing key documents, formulating compliance metrics in conjunction with the appropriate parties, and fine-tuning the initial round of compliance testing based on preliminary findings and logistics. The costs are expected to decrease in subsequent years as the testing becomes more established and the degree of compliance would be expected to improve such that there are fewer instances of noncompliance to investigate and follow up on. This cost pattern is reflected in the summary budget table provided in Appendix B, which is broken down in terms of the four Proposed Methodology phases discussed above.

The different activities that members of our team will perform are those listed above within the Proposed Methodology phases and correspond to the ten bullets on page 3 of the Request for Proposals.

The summary hours table in Appendix B provides a breakdown of expected hours by phase and by year. As indicated on the summary of the billing rates, we are using the same blended rate of \$275 for all professionals. The majority of the hours in Phases 1 and 2 are attributable to the Monitor, the BDO professionals most experienced in monitorships, and the Monitor's policing practices contractors as they collectively participate in initial meetings, perform interviews, review policy and procedure documents, set up the project infrastructure, develop the metrics, and train the BDO and Mitchell Titus seniors and associates on the metrics testing to be performed in Phase 3. The majority of the monitorship's hours are spent in Phase 3 and these are attributable primarily to the BDO and Mitchell Titus individuals performing the metrics testing, including documentation of same, which documentation is then subject to a quality control review by a BDO or Mitchell Titus supervisor/manager. Such testing will be performed in conjunction with the Monitor's policing practices contractors. The hours in Phase 4 are attributable primarily to the Monitor and experienced BDO professionals as they collectively summarize the findings from Phase 3, make recommendations for improvements, and prepare and issue the Monitor's semiannual reports.

With respect to whether the work is performed on-site versus off-site, it will depend largely on the Work Plan to be developed by the Monitor's team in conjunction with the CPD and the Parties. For the activities in Phases 1 and 2, particularly in Years 1 and 2, we believe face-to-face meetings and discussions would be most effective and so our team would plan to spend a significant amount of time on-site during those phases in those years. For the activities in Phases 1 and 2 in the later years, we believe that as the Monitor's team, the CPD, and the Parties become more familiar with each other's processes and procedures, we would jointly assess the possibility of performing more of the activities remotely—other than meetings with the various constituents. For Phase 3, other than reviews of documentation such as policies and procedures, we believe the vast majority of work during all five years would need to take place on-site, within the City, with the precise location(s) depending on the subject matter of the metrics being tested. We believe that the majority of the Phase 4 work of report drafting could be performed through electronic communications and therefore off-site, during all five years. In summary, whether we work on-site versus off-site would be largely situation-appropriate, whereby we would look to strike a balance between the effectiveness gained from working on-site versus the potential efficiencies and cost savings from working off-site.



Appendix A:

Resumes of Monitor's Team





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JONATHAN C. BUNGE

Partner and Chicago Office Managing Partner

Jon Bunge is managing partner of the Chicago office. Jon has considerable trial and other litigation experience. He has tried 45 jury and bench trials as well as numerous domestic and international arbitrations. He has been the first chair litigator in the majority of these trials, many of which have lasted for weeks or months in duration. He has tried cases in many areas, including commercial disputes, products cases, environmental matters, white collar criminal matters, and securities and financial disputes. He is a Fellow of the American College of Trial Lawyers. The American Lawyer and other publications have repeatedly described him as "one of Chicago's top trial lawyers." He has tried cases in federal courts and state courts across the country for clients such as McDonald's, IBM, 3M and others. He has been listed since 2006 as an "Illinois Super Lawyer" in the field of litigation, in The Best Lawyers in America since 2008, and in other similar publications.

A former federal prosecutor, Jon also defends clients in government regulatory and criminal investigations and has particular experience in matters involving both private and governmental entities such as False Claims Act litigation. He has conducted many internal investigations at Fortune 100 and smaller corporations. He has taught courses at the University of Chicago Law School on Corporate Crimes & Investigations and Federal Criminal Law. Jon worked at the U. S. Attorneys' Office in Chicago for almost nine years before entering private practice. He was Deputy Chief for the General Crimes Division and the lead prosecutor in a series of high-profile cases: the prosecution of the Ford Heights, Illinois Chief of Police and six other police officers on corruption and racketeering charges; various cases arising out of the Silver Shovel investigation into political corruption in City and State government; a terrorism case involving the efforts of a Puerto Rican independence group to bomb a military recruiting center; the prosecution of a large Chicago street-gang that attempted to purchase military weapons for the purpose of attacking a Chicago police station; and a series of fraud prosecutions involving securities and other types of businesses. At the DOJ, he received the Department's Director's Award for Superior Performance as an Assistant U. S. Attorney and four DOJ Special Achievement Awards. He has represented clients in matters adverse to many state Attorney Generals' Offices. While in private practice, the State of Illinois appointed him a Special Assistant Attorney General to help the Illinois Attorney General's office organize a Public Integrity Unit.

Jon is a former U. S. Supreme Court Law Clerk and has handled numerous appeals. He has argued over 20 appellate cases in various federal and state appellate courts, including for example four appellate arguments on civil matters before the California appellate courts. He has been successful in the vast majority of these appeals.

EDUCATION

J.D., University of Chicago Law, *with honors*
B.A., Princeton University, *cum laude*



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AMBASSADOR CRYSTAL NIX-HINES (RETIRED)

Partner, Head of Crisis Law & Strategy Practice Group

Crystal Nix-Hines joined the firm in 2008 as Of Counsel and left the firm in 2014 after President Obama appointed her to serve as U. S. Ambassador to the United Nations Educational, Scientific and Cultural Organization (UNESCO) in Paris, France. Ambassador Nix-Hines (Retired) rejoined the firm in 2017 as a Partner in the Los Angeles Office, where she is spearheading the launch of the firm's newly formed Crisis Law & Strategy Practice Group. She has an accomplished record in the governmental, legal and media sectors, including a stint with U.S. Department of State, a job as both a lawyer and television script writer at Disney, and as a reporter for The New York Times.

As the daughter of a civil rights lawyer and only the second African-American attorney to be licensed in the State of Delaware who successfully sued to mandate changes in the hiring practices in the Wilmington police department, Ambassador Nix-Hines has been deeply steeped in civil rights, law enforcement and rule of law issues.

As a former reporter for The New York Times, she covered the New York City Police Department, including police training, as well as allegations of corruption and racial discrimination. While working in the Clinton Administration, she worked actively to ensure accountability for war crimes through the establishment of the International War Crimes Tribunals for the former Yugoslavia and for Rwanda. In this capacity, she monitored and supported the work of the Chief Prosecutor, as well as led several inter-agency teams to both regions to investigate abuses and interview witnesses.

She has also served on the board of several human rights organizations. And, of course, as a law clerk to the late Justice Thurgood Marshall and Justice Sandra Day O'Connor, she helped to further their efforts to promote civil rights and the rule of law.

As an ambassador to UNESCO, Crystal led the U.S. Government's efforts to help UNESCO protect human rights and promote accountability among its 195-Member States. She established a proactive, entrepreneurial and constructive mandate for the U.S. Mission that highlighted American leadership and improved organizational governance and effectiveness. She successfully led the U.S. efforts in Paris to secure reelection to UNESCO's Executive Board - the key decision-making body - despite the U.S. being then \$330 million in arrears. She also launched a series of innovative initiatives, including two global public-private partnerships - "TeachHer," encouraging 21st century skill development to reduce the gender gap in Science, Technology, Engineering, Art/Design and Math (STEAM) careers, and "PeaceWorx" to prevent youth radicalization to violent extremism through education. Numerous UNESCO Ambassadors and officials have acclaimed the initiatives, noting that they have never seen a delegation achieve so much in such a short time.

During her legal career, she has worked as a senior litigator in numerous trial and appellate cases, including three successful cases before the U.S. Supreme Court. Crystal began her legal career as a law clerk to the late Judge William Norris of the Ninth Circuit and to former Supreme Court Justices Thurgood Marshall and Justice Sandra Day O'Connor.

During her time at Harvard Law School, Crystal also served as Supervising Editor of the Harvard Law Review. During her nine-year tenure as a Trustee of Princeton University, she advised the University on a range of governance issues, and served on its Executive and Nominating Committees, and chaired its Student Life Committee.

EDUCATION

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B.A., Princeton University



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DUANE R. LYONS

Partner

Duane Lyons is a partner in the Los Angeles Office, and his practice includes a variety of litigation and counseling services in the areas of complex commercial litigation and white-collar criminal defense. Prior to joining the firm, Duane served as an Assistant U.S. Attorney from 1991-2001. During that time, he successfully prosecuted over 25 criminal trials and argued more than a dozen cases before the Ninth Circuit Court of Appeals. From 1999-2001, he also served as the Chief of the Criminal Complaints Section where he was responsible for making charging decisions for the majority of criminal cases filed in the Central District of California.

Duane has used his expertise in criminal law to successfully represent individuals and corporations in criminal investigations, asset forfeiture cases and administrative proceedings before a variety of state and federal investigative agencies. Duane has also represented major corporations in civil law enforcement actions filed by local prosecutors under California's Unfair Competition and False Advertising Laws.

During his tenure as an AUSA, Duane received awards from numerous law enforcement organizations. He also received a personal commendation from the Attorney General of the U. S. for his work on the successful civil rights prosecution of the Los Angeles police officers involved in the Rodney King beating. In addition, Duane received Special Achievement Awards from the Department of Justice in 1994, 1995, 1996 and 1997. In 2000, he received the Attorney General's John Marshall Award, the highest award given to attorneys within the Justice Department, for his role as lead prosecutor in Operation Casablanca, the largest money laundering case in U.S. history.

EDUCATION

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B.A., University of Pennsylvania



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ELINOR C. SUTTON

Partner

Elinor Sutton is a partner in Quinn Emanuel's New York office. Her practice focuses on high-stakes complex commercial litigation, including securities, class actions, bankruptcy, trademark, copyright, contract disputes, energy sector disputes, shareholder disputes, and domestic and international arbitration.

Elinor has tried cases in state and federal courts throughout the country, as well as before international arbitration panels. She has represented a broad array of clients including clients in the fields of finance, telecommunications, aviation, construction, and fashion, as well as representing hedge funds, investment funds, and bankruptcy creditors.

She attended Yale Law School, and has a degree in economics from Villanova University where she graduated *summa cum laude* and Phi Beta Kappa.

She applies her financial expertise to assist her clients. In 2014 through 2018, Elinor was selected as a New York "Rising Star" and "Top Woman Rising Star" by Super Lawyers magazine.

EDUCATION

J.D., Yale Law School

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DANIEL R. LOMBARD

Partner

Dan Lombard is a skilled litigator who lives and works in Chicago and represents clients in complex disputes before federal and state trial and appellate courts in Chicago and across the U.S.

Dan is a graduate of DePaul University College of Law and has a wide range of experience, including litigation and advisory matters involving billion-dollar contract disputes, class actions, fraud, defamation, product liability, professional liability, fiduciary duty, restrictive covenants, employment disputes, the Uniform Commercial Code, M&A disputes, insolvency litigation, alter ego, real estate disputes, and a variety of business torts. Dan has represented clients in various industries including information technology, communications, private equity, pharmaceuticals, health care, food and beverage, professional services, consumer products, manufacturing, energy, aerospace, and automotive, among others.

A former journalist, Dan served as PILI fellow with the Better Government Association. Dan has passion for ensuring appropriate government transparency and has a significant amount of experience involving the Illinois Freedom of Information Act ("FOIA"). Dan has led efforts to investigate FOIA compliance in the State, educate the public about FOIA, and pursue FOIA requests through litigation, where necessary and appropriate.

Dan has substantial trial experience and has obtained trial victories in several states for clients including IBM, McDonald's, and Navistar.

EDUCATION

J.D., DePaul University College of Law, *summa cum laude*
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ANTHONY M. LENDEZ, CPA, CFE, CFF

Partner

Anthony Lendez is a Partner in BDO's New York office. With over thirty-five years of experience, he directs the Forensic Accounting & Investigations practice, encompassing securities litigation, monitorships, accountants' professional liability, corporate investigations, white collar criminal matters, anti-money laundering compliance, and investigative due diligence. Prior to joining BDO's Advisory practice, he was a Partner in BDO's National Assurance Department, a Technical Manager for the SEC Practice Section of the American Institute of Certified Public Accountants, and an Audit Manager at a big four accounting firm.

Anthony assists companies with matters involving alleged financial statement irregularities, management fraud, and compliance issues, and accounting firms with claims arising from professional liability cases. He has led numerous high-profile securities litigation cases, monitorships, investigations, and accountants' professional liability matters involving the application of accounting principles, compliance requirements, and auditing standards. He is currently the lead BDO partner assisting the Monitor overseeing the historic National Mortgage Settlement involving the nation's largest banks. He also worked with monitors overseeing the JPMorgan Chase, Citigroup, Bank of America, Morgan Stanley, and Goldman Sachs RMBS settlements; the JPMorgan Chase and Wells Fargo USTP settlements; the Flagstar Bank CFPB settlement; and oversaw the monitorship of Western Union's anti-money laundering settlement. He has also led the independent investigations of the Gulf Coast Claims Facility, New Century Financial Corporation, the American Red Cross, and AOL/Time Warner. He has testified before the International Court of Arbitration, the American Arbitration Association, district courts, and the Ontario Superior Court of Justice, served as an arbitrator, and presented findings to the SEC, the U.S. Department of Justice, state attorneys general, the CFPB, and audit committees. He also helps BDO's audit teams identify areas susceptible to fraud risks and develop audit procedures in response to those risks.

PROFESSIONAL AFFILIATIONS

American Institute of Certified Public Accountants
 New York State Society of Certified Public Accountants
 Association of Certified Fraud Examiners
 American Bar Association - Associate Member
 Center for Audit Quality - Auditing and Accounting Panel Member - Organization for Economic Co-operation and Development ("OECD"), Phase 3 Evaluation on the U.S.' Operating Effectiveness of Compliance with the Anti-Bribery Convention
 Center for Audit Quality - Fraud Scenarios Working Group, Member
 Washington Lawyers Committee for Civil Rights and Urban Affairs - Member, Corporate Advisory Board

EDUCATION

B.S., Accounting, Long Island University, (C.W. Post Center), *summa cum laude*



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MARC SIMON, CPA, CFE, MBA

Managing Director

Marc Simon is a Managing Director in BDO's New York Office. As a member of the Forensic Investigations & Litigation Support practice, he has over three decades of experience providing accounting and consulting services to private and publicly traded businesses across a variety of industries including financial services and technology, among others.

Marc has led several regulatory compliance related engagements assisting the Monitors of the National Mortgage, Citigroup residential mortgage-backed securities ("RMBS") and Flagstar Consumer Financial Protection Bureau ("CFPB") settlements and evaluating compliance with those settlements, including consumer relief provisions and servicing standards—both under the National Mortgage settlement and CFPB standards. Marc has been responsible for addressing all issues related to sampling and the statistical validity of various sampling methodologies. He has also conducted training sessions on both servicing standards and consumer relief, including related sampling.

Previously, Marc was the Technical Director of Global Audit Training for BDO International. In this position, he was responsible for the development of global audit training courses, primarily e-Learning courses, which are available to all member firms throughout the BDO network. Prior to his role as Technical Director, Marc was a Director in BDO's National Assurance Services Group.

Prior to BDO, Marc was a Technical Manager in Accounting Standards at the AICPA, where he worked with AICPA's Accounting Standards Executive Committee on a variety of accounting standards setting projects, including the development of Statement of Position 04-2, Accounting for Real-Estate Time-Sharing Transactions. Marc began his accounting career as an auditor in the New York office of Price Waterhouse.

PROFESSIONAL AFFILIATIONS

American Institute of Certified Public Accountants
New York State Society of Certified Public Accountants
Association of Certified Fraud Examiners

EDUCATION

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NICOLE SLIGER, CPA, CFE, CFF, CAMS

Partner

Nicole Sliger is a Partner in BDO's New York office with over 17 years of experience providing accounting services to private and publicly traded businesses. She assists organizations and their counsels with matters involving alleged financial statement irregularities, management fraud and compliance issues, as well as investigating fraud perpetrated by rogue employees. She also provides monitoring and oversight services to companies required to comply with settlement terms and corporate compliance programs.

Nicole is currently the primary project leader for the historic National Mortgage Settlement engagement assisting the Monitor in evaluating several large financial institutions' compliance with the new mortgage servicing rules and other settlement terms. She has led engagements involving complex generally accepted accounting principles ("GAAP") and generally accepted auditing standards ("GAAS") issues, including the allowance for loan losses, and has conducted certain peer analyses in this regard.

She has been involved in a number of high-profile securities litigation matters, monitorships, investigations and financial statement fraud cases, helping counsel evaluate and interpret auditing, accounting, financial reporting, and compliance issues. She has also testified on matters regarding data analysis and accounting methods for certain Medicare costs.

Nicole has managed significant corporate investigations for Fortune 500 companies across various industries, including banking, manufacturing, professional services and telecommunications, among others. She assists counsel in identifying relevant documents during discovery and preparing for depositions of witnesses concerning testimony that involves the application of GAAP and GAAS. She supervises large-scale electronic document reviews and drafts reports used in filings with the U.S. Securities and Exchange Commission and other regulators. She has also led a number of internal and shadow investigations and matters involving whistleblower allegations.

Prior to joining BDO, Nicole was a Manager at Ernst & Young's Fraud and Investigative Dispute Services practice and previously was a member of their audit practice.

PROFESSIONAL AFFILIATIONS

American Bar Association, Associate Member
 American Institute of Certified Public Accountants
 Association of Certified Anti-Money Laundering Specialists
 Association of Certified Fraud Examiners
 National Institute of Trial Advocacy, Trainer
 New Jersey State Society of Certified Public Accountants
 New York State Society of Certified Public Accountants

EDUCATION

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CHRISTOPHER KIM, JD

Director

Chris Kim is a Director in the firm's Forensic Investigation and Litigation Services group. He has more than 20 years of investigative and legal experience in law enforcement (FBI) and international sanctions cases (World Bank Group). His investigative and legal experience has involved criminal and national security cases in the U. S. as an FBI Agent, FBI Attorney and Supervisory Special Agent.

As a Special Agent with the FBI, Chris conducted fugitive, Interstate trafficking, drug, corruption and money-laundering cases in the U. S. involving gangs, Russian organized crime and federal and state officials. These investigations utilized sophisticated investigative methodology and/or techniques including but not limited to buy/bust operations, wire-taps, undercover operations, utilization of confidential informants and witnesses. These cases were also worked jointly with other federal agencies and state/local police departments such as the Internal Revenue Service, U. S. Customs, INS, and state/local police departments in New Jersey and/or California.

He also served as an associate counsel in the FBI-New York office where he was responsible for providing legal advice, policy advice and legal and policy training to FBI senior managers, FBI agents and Joint Terrorism Task Forces (Federal Agencies, NYPD, and other state/local police departments) regarding topics including but not limited to constitutional issues related to the 1st and 4th amendments, FBI's Deadly Force policy, Investigative Operation Guidelines, review of wiretap applications, under-cover operations, review of draft search warrants, national security letters and Foreign Intelligence Surveillance Act applications.

As a Supervisory Special Agent at FBI-Headquarters, Chris served as Deputy Manager of International Operations, Northern Africa Region. In this capacity, he oversaw and managed administrative policies and investigative protocols with FBI Legats in Egypt, Algeria, Senegal, Nigeria, and Sierra Leone. The international matters involved International terrorism, kidnapping, transnational corruption. He also served as a co-leader of a FBI headquarters inspection of the Sierra Leone FBI Legat office and authored the final inspection report. The report was adopted by the International Operations Division as a model for Legat Inspection reports.

PROFESSIONAL AFFILIATIONS

Pennsylvania Bar Association
Bar of District of Columbia
Advisory Board Member, Temple University Beasley School of Law Center for Compliance and Ethics

EDUCATION

J.D., Temple University Beasley School of Law
FBI Academy, Quantico, VA
B.A., English Literature, Tufts University



SAM NAZZARO, JD, MBA

Managing Director

Sam Nazzaro is a Forensic Investigation & Litigation Managing Director with BDO. Sam has extensive global investigative experience assisting global companies, healthcare providers, financial institutions, sports franchises and foreign governments investigate fraud and corruption and manage and mitigate risk. Prior to BDO, Sam previously served at a 'Big Four' accounting firm as Assistant General Counsel—Investigations and Litigation and as a leader in their Anti-Corruption, Compliance & Corporate and Sports Intelligence practice.

Sam also served in a variety of investigative and international roles with the DOJ, as an Assistant U.S. Attorney, Criminal Chief, Lead OCDETF Attorney, Senior Trial Attorney at DOJ's Criminal Division DC headquarters and overseas as an investigator, Judicial Attaché, Adjunct Expert Instructor and Rule of Law Director. Additionally, as a LTC with the Department of Defense Judge Advocate Corp. (JAG), Sam conducted sensitive investigations and served his country as a JAG subject matter expert in investigations and other matters.

Sam's DOJ work includes supervision of federal, state and local police task forces and counseling law enforcement on the use of force and other best practices both nationally and internationally. As a former trial attorney with DOJ's elite Organized Crime Section, Sam successfully investigated, managed and prosecuted large complex racketeering cases involving national and global criminal organizations. Included among his DOJ accomplishments, was the dismantling of a Russian organized health care organization, the demise of the New England La Cosa Nostra and the first successful federal death penalty prosecution of an international MS-13 gang leader. Sam has lectured nationally and globally on investigations, special investigative techniques, use of force, anti-corruption, and other topics including instruction at the DOJ's prestigious National Advocacy Center and at American University Law School.

Sam lived and worked overseas for over four years primarily in Eastern Europe as counsel and Judicial Attaché to four U.S. Ambassadors. His international successes includes establishment of the first organized crime, war crime and anti-corruption specialized courts in the Balkans, implementation of witness security programs, and negotiation of international agreements. As an International Adjunct Professor for the Defense Institute of International Legal Studies, Sam promoted the rule of law, anti-corruption units and investigations best practices in Africa, Europe, Middle East and Central.

Sam has successfully investigated, managed and led healthcare fraud/false claims matters, complex anti-money laundering investigations, corporate and sports intelligence/investigations matters and sensitive and high profile international governance projects.

EDUCATION

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ANGELA T. ALLEN

Executive Director

Angela T. Allen is an Executive Director with 27 years of experience, focused on accounting, auditing and finance services in the Not-For-Profit and Governmental Sectors.

Angela's clients include not-for profit entities involved in social services, affordable housing development, new market tax credits, cultural enrichment, education, and religious activities. Her past experience includes employment with both a national accounting firm and a global corporate financial leader. Additionally, she has performed varying services for governmental agencies, such as financial audits of component units and single audits of large government agencies. She has worked in the areas of not-for-profit, governmental, OMB A-133/Uniform Guidance and other compliance audits, construction, manufacturing and distribution, consumer credit, and wholesale automotive financing. In addition to auditing, she has also worked in the areas of individual taxes, business finance, and underwriting business credit.

Angela is a lifelong resident of Chicago. In addition to the professional affiliations above, she has served as a member on the Board of Specified Jurisdiction for St. Columbanus School and the Finance Council of St. Columbanus Church. She was also Co-Chair of the Chicago Alumnae Chapter of Delta Sigma Theta Sorority's Betty Shabazz Academy (enrichment program for 11 -13 year old young girls). She is also a board member of the Associated Colleges of Illinois and the Chicago Neighborhood Initiatives.

PROFESSIONAL AFFILIATIONS

American Institute of Certified Public Accountants ("AICPA")

EDUCATION

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JAMES E. MCCABE, PH.D.

James E. McCabe, Ph.D. is an Associate Professor of Criminal Justice at Sacred Heart University. He is also the Chair of the Criminal Justice Department and Director of the Graduate Program. He is a 21-year veteran of the New York City Police Department.


During his NYPD career, he held numerous assignments including the Commander of the Office of Labor Relations, the Commander of the Training Bureau and Police Academy, the 110th Precinct, as well as numerous other operational and managerial assignments. His research interests include police organizational behavior, police-community interactions and how the dynamics of quality-of-life enforcement affects crime levels and community safety.

Dr. McCabe is an Associate Professor of Criminal Justice at Sacred Heart University in Fairfield, CT, as well as the Department Chair and Director of the Graduate Program in Criminal Justice. He took on this position after completing 21 years of service with the New York City Police Department. In the NYPD, he held numerous command level assignments including the Commanding Officer of Labor Relations, Commanding Officer of the Training Bureau, Commanding Officer of the Police Academy, and the Commanding Officer of the 110th Precinct in Elmhurst/Corona, Queens. He was also assigned as the Executive Officer of the Police Commissioner's Office and the 113th Precinct in South Jamaica. He retired in 2006 from the NYPD with the rank of Inspector to assume a new career in academia at Sacred Heart.

Dr. McCabe has a BA in Psychology from Queens College, and MA in Labor Studies from Empire State College, an MA in Criminal Justice from John Jay College, and a Ph.D. in Criminal Justice from the CUNY Graduate Center. He is a graduate of the 189th Session of the FBI National Academy, and Executive Programs at Columbia University's Not-for-Profit Management Institute (Police Management Institute) and the JFK School of Government at Harvard University. His dissertation examined the relationship between drug enforcement and serious crime in Queens and he is actively continuing this line of research in the academic community. He has published numerous scholarly articles and book chapters on the subject of police effectiveness and is also active with local police departments in improving their operations. He has lectured around the country to both police and academic audiences about organizational behavior, leadership, supervisory communications, and the impact of police operations on public safety and neighborhood satisfaction with police services.

Dr. McCabe is also a nationally recognized expert on police operations. He was the principal investigator in more than 70 studies examining police operations in over 40 states and in every region of the country. In addition, he has appeared as an expert witness in labor wage and interest arbitrations, an expert witness on the use of force, as well as a mediator in labor-management dispute resolutions.

Dr. McCabe received numerous awards from civic, academic, and law enforcement agencies. He is the recipient of the prestigious Arthur Neiderhoffer Award for Criminal Justice Research, the Marion Calabrese Outstanding Faculty member, and has been featured in a documentary on policing on the History Channel and in the NY Times Section on "Public Lives."



Appendix B:

Proposed Budgets & Related Cost
Information



Fees and Costs – Assumptions

Regarding the fee and expense structure that we anticipate applying to this matter, our team will base our fees on the specific requirements of the Consent Decree. A formal budget for the first six to twelve months will be prepared within 30-60 days of being appointed as Monitor in conjunction with the development of the initial Monitoring Plan and based on further discussion with the CPD and the Parties. We will consider the following assumptions in our budgeting process:

- ▶ The CPD and its designee(s) will provide reasonable, timely access to key information, data, and/or personnel required to complete our work.
- ▶ The scope of the Monitor's work is subject to change and does not constitute a binding legal agreement.
- ▶ The final scope of work, expected deliverables and anticipated engagement timing are subject to an executed engagement letter and Work Plan.
- ▶ Hours for our initial work will be estimated based on a preliminary approximation of hours to complete the scope areas to be defined and will be subject to change. If necessary, a revised cost estimate will be provided regarding the nature, extent, and scope of the Monitor's duties.
- ▶ We will utilize qualified professional staff from our local Chicago offices to the maximum extent possible to minimize travel and lodging expenses.
- ▶ We will use existing resources of the CPD and the Parties to support our work to the maximum extent possible.
- ▶ Actual fees will vary based on the nature, extent, and timing of procedures to be performed pursuant to an agreed-upon Work Plan, which will be tailored to meet the requirements of the Consent Decree and can be revised should those requirements change.
- ▶ The number of hours and estimated fees assume no adverse findings and may vary based on several factors, such as:
 - The frequency of, and the number of attendees at metrics testing
 - The estimated time needed for each individual metric test
 - The number of "test questions" to be addressed for each of the metric tests—for example, the actual use of an Oleoresin Capsicum ("OC") device (e.g., pepper spray) pursuant to Consent Decree paragraphs 188-193 would involve a test question for each of the six components to be addressed
 - The volume of documents to review—e.g., those covering the CPD policies and procedures referred to in the Consent Decree
 - The number of compliance metric-related items to be sampled for testing, which are based on the sampling parameters to be determined in discussion with the CPD and the Parties
 - The length and detail of any written report(s)
 - The amount of follow-up work required in the case of findings of non-compliance
 - The frequency and duration of meetings and other communications related to the written reports discussing such findings.

Billing rates

The hours spent by the Monitoring team will be billed at the agreed hourly rate shown below (subject to our 5-year budget proposal agreed to in advance with CPD and the Parties).

Because we believe the Monitorship is a key component of the objective to improve the CPD and the City of Chicago, our team members are providing discounted hourly rates and will donate a number of pro bono hours, particularly in the first and second years.

Professional Level	Hourly Rate
Monitor/Quinn Emanuel	\$780
BDO/Mitchell Titus Partner	\$400
BDO/Mitchell Titus Director	\$300
BDO/Mitchell Titus Senior Manager	\$275
BDO/Mitchell Titus Manager	\$250
BDO/Mitchell Titus Associate	\$200

Note that the 5-year annual budgets on the following page are based on a discounted, blended billing rate of \$275 per hour. Further, the Monitor expects to propose an appropriate increase of hourly rates, to be discussed and agreed-to by the Parties, in year two and beyond.

Proposed 5-Year Annual Budgets


Based on the aforementioned assumptions, below please find annual budgets for 5 years based on discounted, blended hourly rates for all timekeepers, reflecting the scope of activities anticipated for each year as outlined in the Consent Decree, inclusive of the use of outside contractors and all costs of travel/lodging, overhead, and supplies. In view of the uncertainties inherent in the scope of procedures to be performed as described in the above "Fees and Costs - Assumptions" page, we have provided a budget range rather than a single budget amount. The Budget Low End is calculated in the table below and the Budget Maximum is based on an amount that is around 30% higher than the Budget Low End. The average annual budget implicit in the Budget Low End is \$2.93 million. In preparing this budget range, we are cognizant of the Parties' budgetary concerns and the effectiveness of our work to accomplish the objectives of the Consent Decree. We will continue to be cognizant of this throughout the execution of this engagement and will prioritize key areas of concern and make appropriate revisions to procedures as needed to maximize the efficiency and effectiveness of our work.

Phase	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Phase 1: Build Understanding & Trust and Learn Organizational Structure, Policies, Processes & Protocols	\$ 328,500	\$ 211,600	\$ 162,000	\$ 130,500	\$ 156,400	\$ 989,000
Phase 2: Develop Metrics & Work Plans	299,200	94,400	37,600	30,300	33,500	495,000
Phase 3: Oversee Execution of Work Plan & Perform Compliance Testing	2,895,200	2,732,100	2,614,700	2,362,500	2,234,000	12,838,500
Phase 4: Discuss & Report Findings & Recommendations	143,900	144,900	141,600	134,600	135,400	700,400
Ongoing Steps	<u>138,100</u>	<u>121,900</u>	<u>124,000</u>	<u>122,000</u>	<u>120,600</u>	<u>626,600</u>
Subtotal	\$3,804,900	\$3,304,900	\$3,079,900	\$2,779,900	\$2,679,900	\$15,649,500
Adjustment for Pro Bono Hours/Fees	(400,000)	(350,000)	(150,000)	(50,000)	(50,000)	(1,000,000)
Budget Minimum	<u>\$3,404,900</u>	<u>\$2,954,900</u>	<u>\$2,929,900</u>	<u>\$2,729,900</u>	<u>\$2,629,900</u>	<u>\$14,649,500</u>
Potential Additional	<u>990,000</u>	<u>922,300</u>	<u>914,200</u>	<u>866,100</u>	<u>818,200</u>	<u>4,510,800</u>
Budget Maximum	<u>\$4,394,900</u>	<u>\$3,877,200</u>	<u>\$3,844,100</u>	<u>\$3,596,000</u>	<u>\$3,448,100</u>	<u>\$19,160,300</u>

Proposed 5-Year Annual Hours

Based on the aforementioned assumptions, below please find anticipated hours for the Monitor's team for five years, by phase of the Proposed Methodology, corresponding to the Subtotal (pre-adjustment for pro bono hours/fees) line in the 5-year Annual Budgets above.

Phase	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Phase 1: Build Understanding & Trust and Learn Organizational Structure, Policies, Processes & Protocols	1,195	769	589	475	569	3,597
Phase 2: Develop Metrics & Work Plans	1,088	343	137	110	122	1,800
Phase 3: Oversee Execution of Work Plan & Perform Compliance Testing	10,528	9,935	9,508	8,591	8,124	46,686
Phase 4: Discuss & Report Findings & Recommendations	523	527	515	489	492	2,546
Ongoing Steps	<u>502</u>	<u>443</u>	<u>450</u>	<u>444</u>	<u>439</u>	<u>2,278</u>
Total	<u>13,836</u>	<u>12,017</u>	<u>11,199</u>	<u>10,109</u>	<u>9,746</u>	<u>56,907</u>



Appendix C:

Quinn Emanuel's Constitutional
Law, Civil Rights and First
Amendment Experience



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quinn emanuel urquhart & sullivan, llp

Constitutional Law, Civil Rights and First Amendment Experience


- We successfully challenged the gender-based derivative citizenship requirements in 8 USC 1409(a) and 1409(c) as unconstitutional under the 5th Amendment's principle of equal protection.
- Quinn Emanuel and its co-counsel achieved a landmark civil rights settlement with The City of New York and the New York Police Department (NYPD). The City and the NYPD agreed to pay up to \$75 million to resolve claims that as a result of NYPD quotas, New York City police officers issued nearly 900,000 criminal summonses without probable cause in violation of the Constitution. The settlement agreement also sets forth a series of significant steps that the City has taken since the start of the litigation, or will be taking going forward, to address quota policy and other matters raised in the lawsuit.
- We represented a **mentally impaired pro bono client** facing deportation to Brazil. The client, who had been orphaned in Brazil, had been adopted as a young child by a U.S. citizen. After the client represented himself and was ordered removed, we prevailed on appeal, resulting in vacatur of the removal order. On remand, we successfully convinced the Immigration Judge that our client's prior conviction was not a "crime of violence" that would render him removable."
- Appearing as pro bono counsel on behalf of **the Bronx Defender's Office**, we prevailed in New York Appellate Term, First Department, in an appeal in which the People argued that a police officer can detain a driver who is pulled over for a potential license plate violation until he or she completes a computer check of a driver's license, even if the officer finds when first approaching the driver's car that the car has valid license plates and the driver a valid car registration. We urged that crediting the People's argument would make it possible for police officers to manipulate the duration of traffic stops and of questioning during those stops. The Appellate Term's affirmance of the trial court's decision to suppress evidence in *People v. Efigenio Figueroa* means that the misdemeanor charges against Mr. Figueroa, whose case has been pending for over five years, will be dismissed on remand.
- We represented **an individual defendant** in a pro bono case involving a plaintiff-inmate's prisoner civil rights claims against the City of New York. After the City refused to represent the client, Quinn Emanuel volunteered to serve as pro bono counsel. We initiated a counterclaim for civil assault and battery and sought discovery from the plaintiff-inmate related to his competency and his violent past. Judge Valerie E. Caproni referred the case to Magistrate Judge Henry Pitman for settlement, which was successful, and our client will pay nothing and obtain a complete release of all claims.

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Attorney Advertising. Prior results do not guarantee a similar outcome.

- We represented **Maurice Olivier**, a prisoner at Calpatia penitentiary, pro bono. Olivier sued for Eighth Amendment violations related to his conditions of confinement, including denial of outdoor exercise, constant cell illumination, failure to treat his insomnia, and failure to properly address his heat related medical problems. The district court dismissed the complaint for failure to state a claim for relief. Quinn Emanuel obtained a complete reversal on appeal, allowing Mr. Olivier to proceed with his claims in the district court.
- We represented **Delano Maith** in a case involving the application of the Supreme Court's decision in *Descamps v. United States*, 133 S. Ct. 2276 (2013) to persons seeking post-conviction (habeas) relief from erroneously imposed mandatory minimum sentences. We achieved retroactive application of *Descamps*, vacation of Mr. Maith's erroneously-imposed 15-year mandatory minimum sentence, and a nearly nine-year reduction in sentence to a sentence of 74-months time served.
- We represented **Damon Penn** in a case involving the application of the Supreme Court's decision in *Descamps v. United States*, 133 S. Ct. 2276 (2013) to persons seeking post-conviction (habeas) relief from erroneously imposed mandatory minimum sentences. We achieved retroactive application of *Descamps*, vacation of Mr. Penn's erroneously-imposed 15-year mandatory minimum sentence, and a 10+ year reduction in sentence to a sentence of 57-months time served.
- We represented **Marissa Alexander**, a 31-year-old woman and domestic violence victim, in obtaining reversal of her conviction for aggravated assault with a deadly weapon and attendant 20-year mandatory minimum sentence for firing a warning shot to protect herself from her enraged spouse. Florida's First District Court of Appeal agreed with our contention that the jury instructions regarding Ms. Alexander's claim of self-defense were flawed in two separate ways, depriving Ms. Alexander of a fair trial. Following the appeal, we continued to represent Ms. Alexander, eventually negotiating a plea deal that reduced her sentence from twenty years in prison to two years' community monitoring and time served.
- We represented a plaintiff in a pro bono employment case involving race discrimination, sexual harassment and retaliation and obtained a favorable settlement for the client.
- Obtained very favorable 8 figure settlement for client on eve of preliminary injunction hearing in section 1983 civil rights lawsuit against a municipality in Ohio.
- We recently filed an amicus brief before the Second Circuit in favor of a DNA exoneree who saw his \$18 million jury award against the City of New York in his action under Section 1983 set aside by district court notwithstanding the verdict. Representing a group of evidence management experts, we demonstrated how the City's deliberately indifferent evidence management practices led to the twenty-year loss of the rape kit which ultimately exonerated the plaintiff and which continue to plague New York's criminal justice system. Oral argument is pending.

- Prosecuted section 1983 civil rights claims on behalf of landowner in Kansas.
- One of our attorneys took over representation of railroad after order of default was entered against client in federal court case involving Section 1983 Civil Rights claims as well as claims of malicious prosecution, false arrest, false imprisonment and punitive damages. Successfully obtained judgment on the pleadings notwithstanding order of default regarding plaintiffs' Section 1983 claims, thereby eliminating plaintiffs' counsel's ability to recover attorneys' fees as "prevailing party." At trial obtained directed verdict on four of five punitive claims. Jury verdict with no punitive damages awarded and compensatory damages of \$317,500 for five plaintiffs was below defense settlement offer and well below plaintiffs' \$22 million demand. The FBI temporarily halted the trial.
- We represented **New York Governor David Paterson** and **Lieutenant Governor Richard Ravitch** in a victory the New York Times called "stunning," obtaining a 4-3 victory in the New York Court of Appeals holding that Mr. Paterson had the authority to appoint Mr. Ravitch Lieutenant Governor to fill a vacancy in that office created when Mr. Paterson assumed the Governorship.
- We represented a pro se plaintiff whose complaint alleging race discrimination under the Fair Housing Act had been dismissed and persuaded the Second Circuit that no heightened pleading requirement exists for civil rights complaints alleging racial discrimination.
- We recently filed an amicus brief on behalf of the Anti-Defamation League ("ADL") in the Ninth Circuit appeal of *Perry v. Schwarzenegger, et al.* (No. 10-16696), which upheld a district court decision striking down California's constitutional amendment restricting marriage to opposite-sex couples.
- In a pro bono case one of our partners represented a class of African American Scientists in a class action in which it was alleged they were discriminated against in promotions. The case was tried—and won—in the USDC ND Alabama.



Appendix D:

Quinn Emanuel's Diversity Efforts



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quinn emanuel urquhart & sullivan, llp

Quinn Emanuel's Diversity Efforts

We have been recognized as one of the most diverse major firms in the United States. Five years in a row—and most recently in 2015—*The American Lawyer* recognized Quinn Emanuel as one of the “Top Firms for Diversity.” *The Business Insider* has ranked Quinn Emanuel as the 11th most diverse law firm with respect to LGBT attorneys. *The American Lawyer* has ranked Quinn Emanuel 22nd in its annual diversity survey among the AmLaw 200 firms. *California Lawyer* ranked us as the fifth most diverse law firm in California. *The National Law Journal* ranked us sixth most diverse in California and 17th most diverse in the nation. We achieved a top score in the Corporate Equality Index, earning us the title of “2018 Best Place to work for LGBT Equality” from the Human Rights Campaign Foundation.

Our commitment to diversity not only runs deep, it also runs from the top down. Currently, 47 of our 252 partners are women and 41 are minority group members. Of those attorneys that chose to self report their diversity, over 20% are minority group members (including Asians, African Americans, Indians, Native Americans, Hispanics, and LGBT.) We walk the walk in our recruiting, hiring, retaining and advancing minority and women lawyers.


The best proof of our commitment is that so many minority group lawyers with outstanding credentials have joined us. Our minority partners are graduates of Harvard, Stanford, Berkeley, Fordham, and George Washington, many were law review editors. We are proud that lawyers who could have worked at any law firm in the country chose us.

We also have a demonstrated record of advancing women. In 2010, Kathleen Sullivan became name partner at Quinn Emanuel, marking the first time a woman has held this position in the Am Law 100. Furthermore, almost twenty percent of our partners are women. If you consider that they are all trial lawyers with extensive trial experience (a field of law where there are relatively few women), that number becomes even more significant. Seventeen of the firm's core Practice Groups are headed by women, and six of the firm's branch office managing partners are women. Year after year, many of our women and minority partners are named “Super Lawyers” in California, New York, and other cities. Many of our female partners have also been named to prestigious lists such as *Law360's* “Top Female Trial Attorneys,” *The Recorder's* “Women Leaders in Law,” *Daily Journal's* “Top Women Lawyers” and “Top 75 Women Litigators,” *Benchmark's* “Top 250 Women in Litigation,” and *The American Lawyer's* “Top 45 Women Litigators Under 45.” We know of no other firm that has so many women trial lawyers with the level of experience, not to mention the record of victories, that ours do.

We are also committed to diversity because it helps us win. Our offices are all in big cities with diverse populations. Juries in these cities, and in other cities where we try cases, typically are made up of people of all races. Diversity in our trial team is a compelling advantage in communicating effectively with diverse jurors. Our diversity gives us a real leg up in communicating, not only with jurors, but with our clients, witnesses, and others from around the world. Our lawyers speak Spanish, German, French, Italian, Armenian, Russian, Finnish, Hungarian, Tagalog, Mandarin Chinese, Japanese, Korean, Farsi and Hebrew, among other languages.

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Attorney Advertising. Prior results do not guarantee a similar outcome.



Appendix E:

Representative Engagements
& References

Quinn Emanuel: Representative Engagements

Additional representative engagements can be provided upon request.

STINSON, ET AL. V. THE CITY OF NEW YORK, ET AL. CASE NO: 10-CV-04228 (SDNY)

Government Entity / Court:	U.S. District for the Southern District of New York
Team Members' Names / Positions:	Elinor Sutton (Partner)
Entity Monitored:	N/A
Entity Point of Contact:	Reference may be provided upon request
Government Agency Point of Contact:	Reference may be provided upon request

As described above (see Qualifications), Quinn Emanuel successfully litigated a case against the New York Police Department concerning various unconstitutional policies.

FED. HOUS. FIN. AGENCY V. NOMURA HOLDING AM., INC., NO. 15-1872-CV(L)

Government Entity / Court:	U.S. District for the Southern District of New York
Team Members' Names / Positions:	Adam Abensohn, Rick Werder
Entity Monitored:	N/A
Entity Point of Contact:	Reference may be provided upon request
Government Agency Point of Contact:	Reference may be provided upon request

As described above (see Qualifications), Quinn Emanuel represented the Federal Housing Finance Agency and achieved an across-the-board victory on appeal at the Second Circuit affirming our \$800+ million trial win, as Conservator for Fannie Mae and Freddie Mac.

Quinn Emanuel: Representative Engagements

Additional representative engagements can be provided upon request.

ODEBRECHT S.A.	
Government Entity / Court:	U. S. District Court for the Eastern District of New York
Team Members' Names / Positions:	William Burck (Partner), Richard Smith (Partner), Eric Lyttle (Partner)
Entity Monitored:	Odebrecht, S.A. by third-party monitor
Entity Point of Contact:	Active matter - references may be provided upon request
Government Agency Point of Contact:	Active matter - references may be provided upon request

As described above (see Qualifications), Quinn Emanuel serves as counsel to Odebrecht. In that role, we have worked with Odebrecht to cooperate with the DOJ and implement a monitor.

SPECIAL COMMITTEE OF BTG PACTUAL	
Government Entity / Court:	N/A - Internal investigation
Team Members' Names / Positions:	Juan Morillo (Partner)
Entity Monitored:	N/A
Entity Point of Contact:	Confidential - references may be provided upon request
Government Agency Point of Contact:	Confidential - references may be provided upon request

As described above (see Qualifications), Quinn Emanuel represented a special committee of BTG Pactual to conduct an internal investigation into allegations of bribery and corruption by BTG Pactual's CEO.

BDO: Representative Engagements

Additional representative engagements can be provided upon request.

MONITORSHIP OF THE RENOVATION OF THE JACOB K. JAVITS CONVENTION CENTER

Government Entity / Court:	N/A - the Board of Directors of the New York Convention Center Development Corporation
Team Members' Names / Positions:	Michael Ammirabile
Entity Monitored:	Jacob K. Javits Convention Center
Entity Point of Contact:	Armen Meyer, Senior Project Manager
Government Agency Point of Contact:	N/A - See above

BDO was selected by the Board of Directors of the New York Convention Center Development Corporation to serve as the integrity monitor for the \$463 million expansion and renovation project of the Jacob K. Javits Convention Center. BDO's responsibilities included, but were not limited to, performing a projects control assessment of the construction manager, auditing time and material and lump sum change orders to identify instances of fraud, waste, and abuse and making recommendations designed to mitigate risks associated with overbillings. BDO also reviewed records for the recycling and disposal of onsite materials to ensure compliance with environmental requirements and conducted due diligence to determine any instances of organized crime. In addition, BDO interviewed contractors and subcontractors to ensure employees were paid prevailing wages and that employees were paid in accordance with the terms set forth in the collective bargaining agreements.

NATIONAL MORTGAGE SETTLEMENT ("NMS")

Government Entity / Court:	U.S. District Court for the District of Columbia
Team Members' Names / Positions:	Anthony Lendez, Nicole Sliger, Marc Simon, Thomas Cooper
Entity Monitored:	Various Banks
Entity Point of Contact:	Joseph A. Smith, Jr.
Government Agency Point of Contact:	Patrick Madigan, Iowa Assistant Attorney General

BDO is the Primary Professional Firm assisting the Monitor of the historic National Mortgage Settlement in overseeing compliance by the nation's largest mortgage servicers with the new servicing standards and the provision of consumer relief to distressed borrowers. BDO worked with the Monitor and the mortgage servicers to develop work plans and testing templates designed to validate compliance with the servicing standards and the provision of consumer relief. BDO developed tools (for example, checklists, questionnaires, and work programs) used by five Secondary Professional Firms to perform their test work as well as BDO's own test work. BDO also developed a technology platform to document the results of the Secondary Professional Firms' evaluation of the mortgage servicers' compliance with the servicing standards and a web-based platform to analyze hundreds of thousands of consumer complaints. BDO also assists the Monitor in reporting to the U.S. District Court for the District of Columbia. BDO's work on this matter is ongoing.

BDO: Representative Engagements

WESTERN UNION MONITORSHIP

Government Entity / Court:	State of Arizona
Team Members' Names / Positions:	Anthony Lendez, Michael Ammirabile
Entity Monitored:	Western Union
Entity Point of Contact:	John R. Dye, Executive Vice President, General Counsel and Secretary
Government Agency Point of Contact:	Matthew Conti, Esq.

BDO was selected as the independent court-appointed monitor to evaluate whether Western Union complied with the terms of a settlement agreement with the Attorney General for the State of Arizona. Specifically, BDO was responsible for evaluating whether Western Union successfully implemented over 100 recommendations that were designed to enhance Western Union's anti-money laundering ("AML") efforts in the Southwest Border Area of the U. S. BDO was also responsible for evaluating whether Western Union's AML Compliance Program in the Southwest Border Area was reasonably designed to prevent, detect, and report money laundering activity.

GULF COAST CLAIMS FACILITY ("GCCF") INDEPENDENT EXAMINATION

Government Entity / Court:	U.S. Department of Justice
Team Members' Names / Positions:	Anthony Lendez
Entity Monitored:	Gulf Coast Claims Facility
Entity Point of Contact:	Kenneth R. Feinberg, Esq.
Government Agency Point of Contact:	Brian Hauck, former Deputy Assistant Attorney General of the DOJ

BDO was retained by the GCCF pursuant to federal legislation, with oversight and direction by the DOJ, to conduct an independent evaluation of the GCCF, the facility established when British Petroleum ("BP") turned over decision-making authority to Kenneth R. Feinberg to review claims and distribute over \$20 billion to individuals and businesses harmed by the Deepwater Horizon oil spill. BDO focused on setting forth an explanation of the GCCF's formation and operations, reviewed claim outcomes for possible errors and addressed concerns raised by claimants, public officials and other stakeholders. BDO analyzed millions of records and developed and deployed an online review platform for claims-review compliance testing. Coupled with extensive data analytics, BDO used the results of this testing to identify millions of dollars in additional payments to be made to claimants. BDO's findings were presented to and accepted by the DOJ and five Offices of Attorneys General in a report that was made available to the public.

BDO: Representative Engagements

JP MORGAN, CITIGROUP, BANK OF AMERICA, MORGAN STANLEY AND GOLDMAN SACHS RESIDENTIAL MORTGAGE-BACKED SECURITIES ("RMBS") SETTLEMENTS

Government Entity / Court:	Various
Team Members' Names / Positions:	Anthony Lendez, Marc Simon, Thomas Cooper
Entity Monitored:	JP Morgan, Citigroup, Bank of America, Morgan Stanley and Goldman Sachs
Entity Point of Contact:	JP Morgan - Stephen Cutler, General Counsel Citigroup - Victoria Kiehl, General Counsel Bank of America - David Leitch Morgan Stanley - Eric Grossman Goldman Sachs - Gregory Palm
Government Agency Point of Contact:	Tony West, Acting Associate Attorney General of the DOJ Shaun Donovan, Secretary of HUD

BDO was selected by the Monitors of five RMBS settlements to assist in overseeing compliance with the consumer relief activities related to the banks' multi-billion dollar global settlements involving the DOJ and federal/state agencies. BDO is assisting or assisted the Monitors in validating billions of dollars of consumer relief designed to help distressed borrowers. With regard to four of these settlements, BDO is assisting or assisted the Monitors in validating the propriety of the mortgage servicer's borrower outreach programs.

Mitchell Titus: Representative engagements

City of Philadelphia Rebuild Program	
Government Entity / Court:	City of Philadelphia
Team Members' Names / Positions:	Steve Maher, Christopher Brown, Shawn Yakich
Entity Monitored:	City of Philadelphia Rebuild Program
Entity Point of Contact:	Gene Emmans, Deputy Director, Finance and Administration
Government Agency Point of Contact:	Not applicable

Mitchell Titus performed an assessment of financial documents submitted to the City of Philadelphia by organizations responding to the Rebuild Project Request for Qualifications ("RFQ"). These efforts supported the procurement process related to a \$500+ million effort to improve Philadelphia's neighborhoods. Mitchell Titus assisted the City in evaluating financial documents submitted by responding organizations to enhance the effectiveness of the RFQ process. Mitchell Titus designed an efficient approach to review documents, assessed compliance with RFQ requirements and provided value-added reporting to the City regarding key issues and considerations.

Commonwealth of Pennsylvania Department of Transportation ("PennDOT")	
Government Entity / Court:	PennDOT
Team Members' Names / Positions:	Steve Maher, Christopher Brown, Jeanette Carmona, Zahid Rashid
Entity Monitored:	International Registration Plan
Entity Point of Contact:	Craig Johnson, Manager, Research and Support Operations
Government Agency Point of Contact:	Not applicable

Mitchell Titus was engaged to test Pennsylvania's compliance with the provisions of the International Registration Plan ("IRP"), the IRP Audit Procedures Manual, and state regulations. Pennsylvania is a member of the IRP, which is a registration reciprocity agreement among jurisdictions of the United States and Canada. The agreement provides for registration fee payments on the basis of fleet distance operated in various jurisdictions. Mitchell Titus validated the accuracy of registrants' ownership and/or leasing information and fleet distances per jurisdiction, and determined whether related internal controls over recordkeeping met IRP guidelines.

Mitchell Titus confirmed the accuracy of registration fees collected for each IRP jurisdiction through the use of a standardized audit program that fully complied with the IRP Audit Procedures Manual as well as the use of up-to-date technology, sampling methodologies, and audit procedures.

Quinn Emanuel: References



BAXTER (VARIOUS MATTERS)

Sean Martin
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(Contact Information
Available by Request)

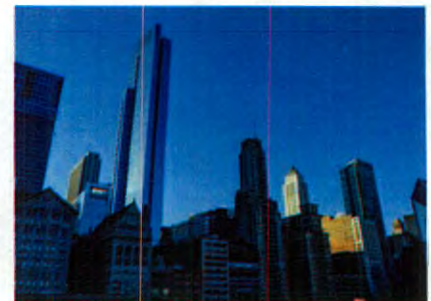
1 BAXTER PARKWAY
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MCDONALD'S (VARIOUS MATTERS)

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Additional references can be furnished upon request.

BDO: References



NATIONAL MORTGAGE SETTLEMENT

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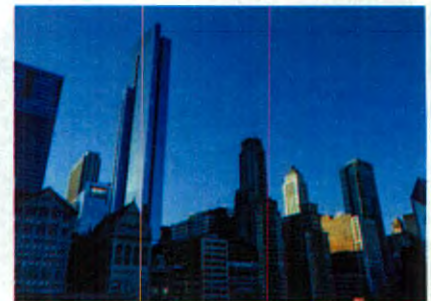
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Mitchell Titus: References



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INFRASTRUCTURE
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Additional references can be furnished upon request.



Appendix F:

Examples of Similar Reports &
Work Product (Non-Confidential)



Case 1:10-cv-04228-RWS Document 319 Filed 01/23/17 Page 1 of 5

quinn emanuel

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January 23, 2017

VIA ECF

Honorable Robert W. Sweet
United States District Judge
Southern District of New York
500 Pearl Street
New York, New York 10007

**Re: Stinson, et al. v. The City of New York et al.
10 CV 4228 (RWS)**

Your Honor,

We are co-lead class counsel for the Plaintiff Class in the above-referenced action. We write on behalf of all of the parties to advise the Court that the Class and Defendants have reached a proposed settlement of the litigation, and to request the Court's preliminary approval of the settlement. Specifically, the parties respectfully request that Your Honor (1) so order the enclosed Stipulation of Settlement, and (2) enter the enclosed Proposed Order Granting Preliminary Approval of the class settlement in this case.¹ In addition, it is respectfully requested that Your Honor appoint Rust Consulting as claims administrator.

It is well settled that "[w]here the proposed settlement appears to be the product of serious, informed, non-collusive negotiations, has no obvious deficiencies, does not improperly grant preferential treatment to class representatives or segments of the class and falls within the

¹ The Stipulation of Settlement and the Proposed Order Granting Preliminary Approval, as well as a Proposed Notice and a Proposed Claim form, are all enclosed with this letter. (See Stipulation of Settlement Attached as Exhibit A; Proposed Order Granting Preliminary Approval Attached as Exhibit B; Proposed Long Form Notice Attached as Exhibit C; Proposed Short Form Notice Attached as Exhibit D; and Proposed Claim Form Attached as Exhibit E). Also accompanying this letter are the Affirmation of the Hon. John S. Martin, who served as mediator of the parties' settlement negotiations, and the Declaration of Tiffany Janowicz, Esq., in support of the proposed plan for notice to class members. (See Declaration of the Hon. John S. Martin Attached as Exhibit F; and, the Declaration of Tiffany Janowicz Attached as Exhibit G).

reasonable range of approval, preliminary approval is granted.” *In re Currency Conversion Fee Antitrust Litig.*, 2006 WL 3247396, *5 (S.D.N.Y. 2006) (quoting *In re Nasdaq Market-Makers Antitrust Litig.*, 176 F.R.D. 99, 102 (S.D.N.Y. 1997)). Indeed, where a settlement is the “product of arm’s length negotiations conducted by experienced counsel knowledgeable in complex class litigation,” the settlement enjoys a “presumption of fairness.” *In re Austrian and German Bank Holocaust Litig.*, 80 F. Supp. 2d 164, 173-74 (S.D.N.Y. 2000), *aff’d sub nom.*, *D’Amato v. Deutsche Bank*, 236 F.3d 78 (2d Cir. 2001); *In re Michael Milken and Assocs. Sec. Litig.*, 150 F.R.D. 57, 66 (S.D.N.Y. 1993); *Henry v. Little Mint, Inc.*, No. 12 Civ. 3996, 2014 WL 2199427, at *6 (S.D.N.Y. May 23, 2014) (“If the settlement was achieved through experienced counsel’s arm’s-length negotiations, absent fraud or collusion, courts should be hesitant to substitute their judgment for that of the parties who negotiated the settlement.”).

Moreover, “[i]n terms of the overall fairness, adequacy, and reasonableness of the settlement, a full fairness analysis is unnecessary at this stage; preliminary approval is appropriate where a proposed settlement is merely within the range of possible approval.” *Reade-Alvarez*, 237 F.R.D. 26, 34 (E.D.N.Y. 2006); *see also Yim v. Carey Limousine NY*, No. 14-cv-5883, 2016 WL 1389598, at *3 (E.D.N.Y. Apr. 7, 2016) (“In the context of a motion for preliminary approval of a class action settlement, the standards are not so stringent as those applied when the parties seek final approval.”). Overall, “in contrast to final approval, [preliminary approval] ‘is at most a determination that there is what might be termed ‘probable cause’ to submit the proposal to class members and hold a full-scale hearing as to its fairness.’” *Nieves v. Cmty. Choice Health Plan of Westchester, Inc.*, 2012 WL 857891, at *4 (S.D.N.Y. 2012) (quoting *Menkes v. Stolt Nielsen S.A.*, 270 F.R.D. 80, 101 (D. Conn. 2010)). For the reasons summarized herein and based on terms of the settlement specifically set forth in the attached documents, it is respectfully submitted that the standards for preliminary approval are met in this case.

Pursuant to Your Honor’s Class Certification Order, the class in this case is composed of “individuals who were issued summonses that were later dismissed upon a judicial finding of facial insufficiency and who were ticketed without probable cause.” *Stinson v. City of N.Y.*, 282 F.R.D. 360, 363 (S.D.N.Y. 2012).² Furthermore, as Your Honor is aware, over the past six (6) years, this case has been vigorously litigated by both sides, throughout every phase of the proceedings. Indeed, there have been hundreds of thousands of documents exchanged in discovery, hundreds of hours of audio visual materials reviewed, forty-four (44) depositions taken and over thirty (30) substantive motions litigated, including four separate motions on the issue of class certification alone. Thus, the parties had a very developed factual and legal record to consider when assessing the potential for settlement of the claims. Moreover, the sheer expenditure of resources in prosecuting and defending the class claims thus far, as well as the prospective resources to be expended if the case proceeded to trial, are factors strongly militating in favor of granting preliminary approval in this case. *See e.g., In re Prudential Sec. Inc. Ltd. Partnerships Litig.*, 163 F.R.D. 200, 210 (S.D.N.Y. 1995) (“Instead of the lengthy, costly, and uncertain course of further litigation, the settlement provides a significant and expeditious route to recovery for the Class.”).

² Based on that definition, the size of this class is currently estimated to be in the range of 850,000 to 1 million individuals.

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At the same time, the settlement here was the product of lengthy arms-length negotiations among highly skilled and experienced counsel. All negotiations proceeded with the involvement, by agreement of all parties, of the Hon. John S. Martin (Ret.), who served as mediator. Under Judge Martin's supervision, the parties engaged in three separate in-person mediation sessions, which included some of the highest-ranking officials at the NYPD, the Office of the Comptroller and the Office of the Corporation Counsel, as well as the full set of court-appointed co-lead counsel for the Class. Also with Judge Martin's involvement, counsel for the parties engaged in numerous follow-up teleconferences and emails regarding the potential terms of a settlement. Throughout the course of this process, the parties presented to each other detailed overviews of the case, exchanged detailed Mediation Statements that summarized evidence supporting their respective positions, and with the help and guidance of Judge Martin evaluated both the potential value of the claims and the risks for each side of proceeding to trial. Ultimately, this process yielded a proposed settlement that all sides believe is both highly significant and fair. Indeed, as mediator Judge Martin explains in his accompanying affirmation:

"As the result of my involvement in this matter I can attest to the fact that the negotiations of this settlement were conducted at arm's length, with counsel for all parties vigorously representing their clients' interest. In my opinion, it would not have been possible for the class representatives to obtain a more favorable settlement than that which is now embodied in the proposed settlement agreement before the Court. During the course of the settlement discussions I had extensive discussions individually with each of the parties concerning the litigation risks involved, and the settlement that they reached reflected their reasonable valuation of those risks."

(Ex. F).

Subject to this Court's approval, Defendant the City of New York has agreed to pay Settlement Benefits of up to seventy-five million dollars (\$75,000,000.00), with up to Fifty-Six Million Five Hundred Thousand Dollars (\$56,500,000.00) to be used to fund settlement payments to individual class members, service awards to the named Class representatives, and costs of notice and settlement administration, and an additional Eighteen Million Five Hundred Thousand Dollars (\$18,500,000.00) to pay attorney's fees and costs.³ The Settlement Agreement provides, subject to Court approval, that payments to individual class members shall be made on a pro rata basis, based on the number of claims made, at a rate of up to one hundred and fifty dollars (\$150) per eligible summons. The Settlement Agreement provides that any funds not distributed through the claims process or used to cover attorney's fees and costs shall revert back to the City.

Furthermore, as set forth in the Settlement Agreement, the New York Police Department ("NYPD"), since this litigation commenced, has made certain significant changes to its policies, practices and procedures related to criminal summonses, and the NYPD also will be making additional changes to those policies, practices and procedures in the coming months. Among other

³ As Judge Martin notes in his accompanying affirmation, "Plaintiffs' counsel refused to negotiate with respect to their fees until the amount of payment to the class was resolved and the general terms of non-monetary terms had been resolved in principle." (Ex. F.)

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things, the policy, practice and procedure changes address the use of quotas, numerical measurements of performance, and other matters that have been the subject of the Class' injunctive relief claims in this case.

In addition, subject to Court approval, both sides recommend the appointment of Rust Consulting to serve as the claims administrator and to effectuate notice to the class. With nearly 30 years of class action settlement administration experience, Rust is among the leaders in the industry, having administered more than 5,200 class action settlements, including 2,000 in the past five years alone. Moreover, Rust has previously been approved as the claims administrator in civil rights class actions involving the City of New York. See, e.g., *Casale v. Kelly*, 08-Civ-2173 (SAS) and *Brown v. Kelly*, 05-Civ.5442 (SAS); *McBean v. City of New York*, 02 Civ. 5426 (JGK).

As more fully set forth in the accompanying declaration of Tiffany Janowicz, Esq., while the notices were initially drafted by Co-Lead Class Counsel, Rust worked with Counsel to ensure that both notices were "written and designed to satisfy the requirements of Federal Rule of Civil Procedure 23." (Ex. G at ¶ 5). Indeed, as Ms. Janowicz declares, both notices "are adequate and typical of notices in class action cases like this." (*Id.*). Furthermore, Co-Lead Class Counsel worked with Rust to develop a proposed Notice Program intended to provide Class members with the best notice practicable under the circumstances.

Specifically, Rust will utilize the last known name and address information class members to send the short form notice and claim form to class members via first class mail. Prior to mailing, Rust will verify the accuracy of the address information by running it through the United States Postal Service National Change of Address and Coding Accuracy Support System. After mailing, any notices that are returned as undeliverable will go through an address trace process to locate an alternate address. In addition to sending the short form notice via direct mail, Rust proposes to publish the short form notice in *El Diario La Prensa* – New York City, the *New York Post*, *AM New York*, *Caribbean Life News* and *New York Amsterdam News*. Rust will also maintain a website where it will provide links to both the long and short form notices, as well as the claim form. And Rust will maintain a toll-free number "helpline" to assist in answering any questions from class members. At the conclusion of the proposed notification program, Rust will prepare a declaration that summarizes the work Rust has performed and relevant statistics related to the notice process.

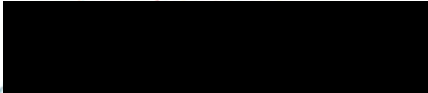
Finally, it respectfully requested that this Court approve the schedule outlined in the Stipulation of Settlement and the Proposed Order. Specifically, the Notice will be mailed to Class Members within 45 days of the Preliminary Approval Order. Class Members will then have 45 days from the date the Notice is mailed to opt out of the settlement or object to it. Given this timeline, it is requested that the Court hold a Fairness Hearing on May 24 2017, or the first date thereafter that is convenient for the Court, and plaintiffs will file a Motion for Final Approval of the Class Settlement no later than 40 days prior to the Fairness Hearing date.

Based on the foregoing, it is respectfully submitted that the terms of the settlement in this case are "at least sufficiently fair, reasonable and adequate to justify notice to those affected and an opportunity to be heard." *In re Baldwin-United Corp.*, 105 F.R.D. 475, 482, 1 Fed. R. Serv. 3d 1589 (S.D.N.Y. 1984). As such, the parties request that Your Honor (I) so order the enclosed

Stipulation of Settlement, (2) enter the enclosed Proposed Order Granting Preliminary Approval of the class settlement in this case, and (3) appoint Rust Consulting as the Claims Administrator and approved the proposed notice plan so that class notice may be commenced.

Thank you for your consideration of this request.

Respectfully submitted,


Joshua P. Fitch
Gerald M. Cohen
Cohen & Fitch LLP


Stephen R. Neuwirth
Elinor Sutton
Quinn Emanuel Urquhart & Sullivan, LLP


Jon L. Norinsberg
Jon L. Norinsberg PLLC

Enclosures

Via ECF

cc: Rachel Seligman Weiss, Esq.
Qiana Smith-Williams, Esq.

EXHIBIT

“A”

**UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF NEW YORK**

**SHARIF STINSON, *et al.*, Individually and on
Behalf of Others Similarly Situated,**

Plaintiffs,

v.

THE CITY OF NEW YORK, *et al.*,

Defendants.

10 Civ. 4228 (RWS)

STIPULATION AND PROPOSED PRELIMINARY APPROVAL ORDER

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Subject to approval by the United States District Court for the Southern District of New York (the "Court"), SHARIF STINSON, RYBURN WALKES, GARY SHAW, MICHAEL BENNETT, CHANEL MEAUSA, DAVID THOMPSON, JEREMY THAMES, LEANDER GRIFFIN, RICARDO JONES and VICTOR BRELAND (collectively "Class Representatives"), on behalf of the class previously certified by the Court of themselves and all other individuals who were issued Criminal Court summonses by THE NEW YORK CITY POLICE DEPARTMENT ("NYPD") that were later dismissed upon a judicial finding of facial or legal insufficiency by the court prior to trial, and whose C Summonses were issued without probable cause (the "Class"), represented by their attorneys, Cohen & Fitch LLP, The Law Office of Jon L. Norinsberg, PLLC and Quinn Emanuel Urquhart & Sullivan, LLP (collectively "Class Counsel"); and Defendants CITY OF NEW YORK and RAYMOND W. KELLY represented by their attorneys The Office of Corporation Counsel and Simpson Thatcher & Bartlett LLP (collectively, "Counsel for Defendants"), hereby enter this Stipulation in the litigation captioned *Stinson, et al. v. The City of New York, et. al.*, Case No. 10 Civ. 4228 (RWS) (the "Civil Action").

WHEREAS, on May 25, 2010, Plaintiffs filed this lawsuit ("Lawsuit") against the City of New York ("City") and Raymond W. Kelly (together with the City, "Defendants") alleging that pursuant to a pattern and practice the New York City Police Department (hereinafter "NYPD" or "Department") violated constitutional rights of the Class Members by, *inter alia*, issuing criminal summonses returnable to the Summons Part ("C-summonses") without probable cause in response to pressure to meet alleged quotas and that the NYPD failed to train, discipline, or supervise officers regarding their obligation not to issue summonses without a constitutional basis;

WHEREAS, Defendants deny the existence of such policies or practices;

WHEREAS, according to the New York State Office of Court Administration

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("OCA")¹ the number of C-summonses issued by the NYPD that were docketed in New York City by year (no defectives included) from May 25, 2007 through December 31, 2015 are:

May 25, 2007 through December 31, 2007: 298,140
January 1, 2008 through December 31, 2008: 490,069
January 1, 2009 through December 31, 2009: 520,295
January 1, 2010 through December 31, 2010: 518,265
January 1, 2011 through December 31, 2011: 485,303
January 1, 2012 through December 31, 2012: 473,068
January 1, 2013 through December 31, 2013: 426,709
January 1, 2014 through December 31, 2014: 357,472
January 1, 2015 through December 31, 2015: 294,683

WHEREAS, according to OCA, between May 25, 2007 and December 31, 2015, the number of docketed C-summonses that were dismissed for facial insufficiency from May 25, 2007 through December 31, 2015 are as follows:

May 25, 2007 through December 31, 2007: 75,904
January 1, 2008 through December 31, 2008: 128,513
January 1, 2009 through December 31, 2009: 140,884
January 1, 2010 through December 31, 2010: 120,279
January 1, 2011 through December 31, 2011: 115,563
January 1, 2012 through December 31, 2012: 110,068
January 1, 2013 through December 31, 2013: 88,994
January 1, 2014 through December 31, 2014: 70,057
January 1, 2015 through December 31, 2015: 49,457

WHEREAS, the percentage of C-summonses that were docketed by the OCA (no defectives included) and dismissed for facial insufficiency compared to the total number of C-summonses that were docketed by the OCA (no defectives included) by year from May 25, 2007 through December 31, 2015 are:

May 25, 2007 through December 31, 2007: 25%
January 1, 2008 through December 31, 2008: 26%
January 1, 2009 through December 31, 2009: 27%
January 1, 2010 through December 31, 2010: 23%
January 1, 2011 through December 31, 2011: 24%

¹ The NYPD makes no representations concerning the accuracy of the OCA's data.

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January 1, 2012 through December 31, 2012: 23%
January 1, 2013 through December 31, 2013: 21%
January 1, 2014 through December 31, 2014: 20%
January 1, 2015 through December 31, 2015: 17%

WHEREAS, the parties have reached a settlement agreement and now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability; and

WHEREAS, the parties have engaged in discovery; and

WHEREAS, Defendants have represented to the Class that during the pendency of this litigation: (1) the NYPD has made changes to its policies and procedures; and (2) legislative enactments and/or intergovernmental agreements were passed which implicate the subject matter herein, including, by way of example, the following:

- (1) On August 30, 2010, the Governor of New York signed into law S2956A (the "Quota Bill") which modified and expanded New York Labor Law 215-a to prohibit discrimination against or threatening of an employee for the failure to meet quotas for a ticket, summons, or arrest authorized by any general, special, or local law.
- (2) In November 2010, the NYPD published Legal Bureau Bulletin, Vol. 40, No. 20 concerning the Quota Bill.
- (3) On August 1, 2013, the Department revised Patrol Guide Section 205-38 "Investigation of Incidents of Retaliation Against Members of Service," to again reiterate that "it remains the written policy of the Department that retaliation against any Member of Service for voluntarily providing information regarding Misconduct and Corruption will not be tolerated."

- (4) On August 12, 2013, Judge Shira Scheindlin of the Southern District of New York found the NYPD liable for a pattern and practice of racial profiling and unconstitutional stops and appointed a Federal Monitor pursuant to the Remedial Order in *Floyd v. City of New York* and *Davis v. City of New York*. Under the Federal Monitor, the NYPD has represented to the Class that it has developed new Patrol Guide procedures, and updated training and reference materials on investigative encounters. Additionally, Defendants have represented to the Class that the NYPD is in the process of developing a new robust system for evaluating officer performance.
- (5) In April 2015, Mayor Bill de Blasio in conjunction with the New York State Unified Court System announced the "Justice Reboot" initiative. Mayor de Blasio stated that the initiative "is about rethinking the way we approach criminal justice in NYC." As part of Justice Reboot, the C-summons form was revised, in part, to reduce the number of C-summonses being dismissed for facial insufficiency and/or other defects. Defendants have represented to the Class that the revised C-summons form provides more room in the narrative section to allow officers to write more details about the incident for which the summons is issued, and also includes additional sections relating to Trespass, Disorderly Conduct, and Consumption of Alcohol in Public – the offenses for which a large percentage of C-summonses are issued – which are aimed at prompting an officer to include more detailed facts concerning his/her personal

observations. The City hopes that these changes will lead to further annual decreases in the number of C-summonses dismissed as facially insufficient.²

(6) In February of 2016, and again in June of 2016, the NYPD conducted training on Justice Reboot and the new C-summons form. Department personnel responsible for issuing C-summonses and their supervisors were advised that the narrative portion of the C-summonses must be fully complete and received additional training on the elements of the offenses of Trespass, Disorderly Conduct, and Consumption of Alcohol in Public. Defendants have made a representation to the Class that the NYPD anticipates that such training will be repeated, including as part of the Recruit Training Curriculum.

(7) On June 13, 2016, Mayor de Blasio signed the Criminal Justice Reform Act, which consists of eight bills that give the NYPD the ability to address certain quality of life offenses by issuing civil summonses, in lieu of C-summonses or custodial arrests. Defendants have represented to the Class that pursuant to Local Law 71 of 2016, the NYPD will provide its officers with guidance concerning when to use the civil summons and criminal enforcement options when addressing the specified offenses, which include open container, littering, public urination, many parks offenses and unreasonable noise. The Criminal Justice Reform Act further requires the NYPD to make such guidance publicly available by June 2017. Defendants have represented to the Class that the NYPD is in the process of developing procedures to timely bring itself into compliance with the requirements of The Criminal Justice Reform Act.

² According to OCA data, the percentage of C-summonses dismissed as facially insufficient has declined yearly since 2011.

- (8) The NYPD voluntarily posts certain summons data on the NYPD website for 2007 to the present, broken down by precinct and offense charged. Additionally, pursuant to the Criminal Justice Reform Act, the NYPD will begin posting quarterly summons data broken down by offense charged, race, age, gender, borough, and precinct for civil and criminal summonses by November 1, 2017. The Department represents that it is already in compliance with its requirements under the Act to report data relative to Desk Appearance Tickets. As part of this Settlement Agreement, the NYPD will agree to also post information directing the public to OCA's website for information concerning the adjudication of C-summonses. The NYPD is exploring the feasibility of utilizing existing technology to link information provided by the OCA regarding C-summonses dismissed as facially insufficient with internal data identifying the summons-issuing officers, offenses charged, commands and boroughs to better identify dismissal trends, mitigate risk of dismissals for facial insufficiency, and foster constructive dialogue with OCA regarding uniformity and transparency in the court system.
- (9) The NYPD's Deputy Commissioner of Legal Matters will make a confidential presentation to counsel for the Class regarding the changes to the performance evaluation system, which revoked Operations Order 40 - "Police Officer Performance Objectives."

WHEREAS, the NYPD intends to present the following pilots and/or ongoing projects at the Fairness Hearing:

- (1) The City will make reasonable efforts to ensure that, within six months of the Court's final approval of the Settlement Agreement and Release, the NYPD will

send a Department-wide email and a FINEST message (i) instructing all Members of Service that quotas and/or numeric performance goals that otherwise fall within the plain meaning of New York State Labor Law Section 215-a for enforcement activity are against Department policy and may not be implemented; (ii) advising supervisory personnel that they may be subject to disciplinary action if they implement such quotas and/or numeric performance goals for enforcement activity; (iii) instructing Members of Service that they should notify IAB if they believe that they have been threatened or retaliated against in relation to any such quota and/or numeric performance goal, including without limitation the failure to comply with or satisfy any quota and/or numeric performance goal. The Department has revoked any bulletin, operations order or policy that is contrary to the above, and has ensured that such revocation was communicated via email to all members of service. The City will make reasonable efforts to ensure that, within eighteen months of the court's final approval of the Settlement Agreement and Release, the foregoing content from the Department-wide email shall be a subject included in Recruit Training, that it will be the subject of a Department-wide in-service training for calendar year 2017, and will be incorporated into all promotional training for Sergeants, Lieutenants and Captains.

- (2) As of 2016, allegations made by any Member of Service against executives in the rank of Captain or above regarding the existence of quotas and/or numeric performance goals will be investigated by the Internal Affairs Bureau as "M" or Misconduct cases and assigned to IAB Group 1 on a pilot basis, subject to a

continuing assessment of the allocation of IAB resources and the discretion of the Police Commissioner pursuant to the City Charter.

- (3) Within six months of the Court's final approval of the Settlement Agreement and Release allegations made by any Member of Service against a Sergeant or Lieutenant regarding the existence of quotas and/or numeric performance goals will be investigated by the designated parent command Investigations Unit, as opposed to the command that is the subject of the quota allegation.
- (4) The City will make reasonable efforts to ensure that, within twelve months of the Court's final approval of the Settlement Agreement and Release, the NYPD will conduct a targeted internal review of all relevant training materials for recruits, and all relevant promotional and all in-service training, to ensure compliance in both form and substance with the Quota Bill.
- (5) The City will make reasonable efforts to ensure that within three months of the Court's final approval of the Settlement Agreement and Release, the NYPD will make changes to its Patrol Guide and conduct training relative to the distribution of "Contact Cards" bearing the officer's name, shield and command, to be provided on demand. Where no card is available, the officer must provide his or her name, rank and command to any person upon request, including the recipient of a C-summons.

WHEREAS, the Parties have engaged in settlement negotiations and discussions before the Honorable John S. Martin (Retired), SDNY Mediator, over the course of three separate mediations spanning a period of one year on August 5, 2015, August 4, 2016 and August 22, 2016.

NOW, THEREFORE, it is hereby stipulated and agreed, by and between the undersigned, as follows:

I. **DEFINITIONS**

The terms described below shall have the meanings defined in this Section wherever used in this Stipulation and Proposed Preliminary Approval Order, and for the purposes of this Stipulation and Proposed Preliminary Approval Order only.

1.1 "Bar Date" is the date established by the Court by which any presumptive Class Member who wishes to receive payment pursuant to this Stipulation must file his/her Claim Form(s). The parties agree that this date should be 180 days from the Date of Class Notice.

1.2 "C Summons" means any process issued by any NYPD officer pursuant to New York Criminal Procedure Law § 130.10, which is returnable to a New York City Criminal Court ("Criminal Court").

1.3 The "Civil Action" means the litigation captioned Stinson, et al. v. City of New York, et al., Case No. 10 Civ. 4228, before Judge Robert W. Sweet in the United States District Court for the Southern District of New York.

1.4 "Claimant" means a Proposed Settlement Class Member who has submitted a Claim Form for review by the Claims Administrator.

1.5 "Claims Administrator" means the Claims Administrator appointed by the Court.

1.6 "Claim Form" means the form attached hereto as Exhibit A.

1.7 "Class Counsel" means the law firms of Cohen & Fitch LLP, The Law Office of Jon L. Norinsberg, PLLC and Quinn Emanuel Urquhart & Sullivan, LLP.

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1.8 "Class Fund" means the amount to be paid by the City for all claims of Class Members, service awards to the Class Representatives, and administrative costs. That amount shall be up to \$56,500,000.00 (Fifty-Six Million Five Hundred Thousand Dollars).

1.9 "Class Member" means any member of the Settlement Class.

1.10 "Class Period" means the period commencing on May 25, 2007, and ending on the date of entry of a Preliminary Approval Order.

1.11 "Class Representatives" means SHARIF STINSON, RYBURN WALKES, GARY SHAW, MICHAEL BENNETT, CHANEL MEAUSA, DAVID THOMPSON, JEREMY THAMES, LEANDER GRIFFIN, RICARDO JONES and VICTOR BRELAND.

1.12 "Counsel for Defendants" means the Office of Corporation Counsel and Simpson Thatcher & Bartlett LLP.

1.13 "Costs" are those costs incurred by Class Counsel in connection with the prosecution of this litigation, and separate and distinct from, and do not include, Class Counsel's attorney's fees. Costs also do not include any fees or expenses incurred by the Claims Administrator, or in connection with the dissemination of Notice, which Defendant City of New York agrees to fund separately and in addition to any payment to Class Counsel of attorneys' fees and costs.

1.14 The "Court" means the United States District Court for the Southern District of New York.

1.15 "Date of Class Notice" means the date when the Administrator first mails out the Claim Forms to the presumptive Class Members, which must occur within sixty (60) days of the Preliminary Approval Order or such other time as may be set by the Court.

1.16 "Defendants" means the City of New York and Raymond W. Kelly.

1.17 "Effective Date" means the date upon which all of the following have occurred: (1) entry of an Order by the Court granting Final Approval to this Stipulation and Proposed Preliminary Approval Order, approving attorneys' fees and costs, and dismissing the Civil Action with prejudice; and (2) the time for appeal of the Final Approval Order has expired, or if an appeal from the Final Approval Order, or any portion thereof, is taken, the appeal results in affirmance of the Court's Final Approval Order of the Stipulation and Proposed Preliminary Approval Order.

1.18 "Eligible Claimant" means a Class Member who has submitted a timely and complete Claim Form regarding an Eligible C Summons to the Claims Administrator and whose claim is not otherwise barred for the reasons set forth in the Claim Form.

1.19 "Eligible C Summons" means a C Summons issued by an NYPD officer, from the start of the class period, May 25, 2007, through [Preliminary Approval Date], which was dismissed by the Criminal Court for facial or legal insufficiency and lacked probable cause.

1.20 "Final Approval Order" means an Order by the Court, after a fairness hearing, granting Final Approval to this Stipulation and Proposed Preliminary Approval Order, approving Class Counsel's fees and costs, approving Service Award Payments, and dismissing the Civil Action with prejudice;

1.21 "Final Approval Date" means the date of entry by the Court of the Final Approval Order.

1.22 "Notice of Class Action Settlement" means the notice approved by the Court for dissemination to Class Members by the means approved by the Court.

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1.23 "NYPD Officer" means any agent or employee of the New York City Police Department authorized with powers designated by New York Criminal Procedure Law § 2.20.

1.24 "Opt-Out" is any potential Class Member who files a timely request to be excluded from the Class.

1.25 "Parties" means the Class and Defendants.

1.26 "Preliminary Approval Date" means the date of entry of the Preliminary Approval Order.

1.27 "Preliminary Approval Order" means the Order entered by the Court preliminarily approving this Stipulation, approving Class Counsel's fees and costs, approving the Service Award Payments, scheduling a fairness hearing, and approving a plan of notice to the Class.

1.28 "Released Claims" means any and all past or present claims or causes of action (including any suits, petitions, demands or other claims in law, equity or arbitration), and any and all allegations of liability or damages, of whatever kind, nature or description, direct or indirect, in law, equity or arbitration, absolute or contingent, whether class or individual in nature, including both known claims and Unknown Claims, asserted or unasserted, for monetary and non-monetary relief (including without limitation attorneys' fees, costs or disbursements incurred by the Class Representatives and/or the Class or any Class Member in connection with or related to the Civil Action), that were or could have been asserted by the Class Representatives and/or any Class Member against the Defendants and any of their parents, subsidiaries, affiliates, predecessors, successors and/or assigns and in the case of all such entities, their respective past and present representatives, officers, directors, attorneys, agents, employees, privies and insurers (collectively defined

as the "Released Parties"), based upon or arising out of the same transactions, series of connected transactions, occurrences or nucleus of operative facts that form the basis of the claims that were or could have been asserted in the Civil Action, including any and all claims asserted in the original and subsequently amended complaints filed in the Civil Action. This Release does not include or cover any actions or omissions occurring after the Preliminary Approval Date, nor does it include or cover any claims stemming from any certified class action, other than this Civil Action in which a Class Representative or Class Member in this Civil Action already is a member of the class.

1.29 "Released Parties" means any and all Defendants, namely the City of New York and Raymond W. Kelly, and any of their parents, subsidiaries, affiliates, predecessors, successors and/or assigns and in the case of all such entities, their respective past and present representatives, officers, directors, attorneys, agents, employees, privies and insurers.

1.30 "Settlement Administration Expenses" means expenses incurred by the Claims Administrator in connection with the implementation and administration of, and dissemination of notice, and processing of claims pursuant to this Stipulation and Proposed Preliminary Approval Order.

1.31 "Stipulation and Proposed Preliminary Approval Order" means this Stipulation and Proposed Preliminary Approval Order and all Exhibits attached hereto.

1.32 "Settlement Class" is defined as the Class previously certified by the Court in the Civil Action, comprising the Class Representatives and all other individuals who were issued C Summonses by the NYPD that were later dismissed upon a judicial finding of facial or legal insufficiency by the court prior to trial, and whose C Summonses were issued without probable cause during the Class Period. Individuals are excluded from the

Class if between the date they received an Eligible C Summons and the date of the entry of the Preliminary District Court Approval, they entered into individual releases as part of individual agreements with the City that did not carve out an exception for this Civil Action. A claim is also excluded if it concerns an Eligible C Summons that was previously the subject of a lawsuit against the City of New York and/or individual NYPD officers and the individual named in the summons obtained recovery in that lawsuit for claims relating to that Eligible C Summons following motion practice or trial.

1.33 "Summons Incident" means an encounter between a Class Member and a member of the NYPD in which the Class Member received at least one Eligible C Summons.

1.34 "Unknown Claims" means any and all Released Claims which any Class Representative or Class Member does not know or suspect to exist in their favor at the time of the release of the Released Parties, which if known by them might have affected their decision(s) with respect to the Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the end of the claims period, the Class Representatives and Class Members shall waive any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law with respect to Unknown Claim. The Parties acknowledge, and all Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Released Claims was bargained for and was a material element of the Settlement.

II. MUTUAL FULL COOPERATION

2.1 The Parties agree that they will fully cooperate with each other to effectuate and implement all terms and conditions of this Stipulation and Proposed Preliminary

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Approval Order, and exercise good faith efforts to accomplish the terms and conditions of this Stipulation and Proposed Preliminary Approval Order.

III. UNSEALING OF CRIMINAL COURT SUMMONSES

3.1 Upon the request of Counsel for Defendants and/or Class Counsel, the New York State Office of Court Administration shall provide the parties with any and all information and documentation pertaining to C Summonses dismissed as facially or legally insufficient, and sealed pursuant to New York Criminal Procedure Law ("NYC PL") §§ 160.50 and/or 160.55, from May 25, 2007 until the Preliminary Approval Date. Counsel for Defendants, the NYPD, and Class Counsel, shall only use the information and/or documents received from OCA pursuant to this paragraph for purposes of implementing this Stipulation and Proposed Preliminary Approval Order.

3.2 Upon the request of Counsel for Defendants, the New York City Police Department shall provide said counsel with specific requested information and documentation pertaining to C Summonses dismissed as facially or legally insufficient, and sealed by operation of NYC PL §§ 160.50 and/or 160.55, from May 25, 2007 until the Preliminary Approval Date. Neither Counsel for Defendants nor Class Counsel shall make any use of that information and document except solely for purposes of implementing this Stipulation and Proposed Preliminary Approval Order.

IV. RELEASES

4.1 Upon the Effective Date of this Stipulation and Proposed Preliminary Approval Order, in consideration for the agreements by the Parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all Class Representative and Class Members, on behalf of themselves, their heirs, executors, administrators, predecessors, successors and assigns shall hereby release, remise and

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forever discharge the Released Parties (as defined above) from each and every Released Claim, and shall forever be barred and enjoined from initiating, continuing, filing or otherwise prosecuting any Released Claim against any of the Released Parties. Unless a Class Member opts out of the Settlement pursuant to Section 7.22 below, this Release shall apply whether or not such Class Member has executed and delivered a Claim Form or otherwise actively participated in the Settlement.

4.2. Every Class Member, except for those who Opt-Out pursuant to Section 7.22 below, shall be deemed to and shall have knowingly and voluntarily waived, released, discharged and dismissed the Released Claims, with full knowledge of any and all rights they may have, and they hereby assume the risk of any mistake in fact in connection with the true facts involved, or with regard to any facts which are now unknown to them.

4.3. The Parties and Class Members acknowledge that the covenants and promises made by Defendants herein constitute adequate consideration in exchange for the Released Claims.

4.4. Nothing in this Stipulation and Proposed Preliminary Approval Order shall be construed to bar any claims of Class Representative or Class Members based on or arising out of events occurring after the date of the Preliminary Approval Order. Nor shall anything in this Stipulation and Proposed Preliminary Approval Order be construed to bar any claims by Class Representatives or Class Members based on or arising out of claims in any certified class action, other than this Civil Action, in which the Class Representative or Class Member already is a member of the certified class.

V. SETTLEMENT BENEFITS

5.1 Subject to Court approval, the parties have agreed to Settlement Benefits of up to Seventy-Five Million Dollars (\$75,000,000.00), comprising (i) the payment of up to

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Fifty-Six Million Five Hundred Thousand Dollars (\$56,500,000.00) to the Class, which represents the Class Fund, and (ii) the payment of up to Eighteen Million Five Hundred Thousand Dollars (\$18,500,000.00), which represents the separately agreed upon attorney's fees (collectively the "Settlement Benefits"). No later than forty-five (45) calendar days after the Effective Date, Defendant the City of New York shall cause to be deposited, in an interest bearing account as set forth in paragraph 5.2 below, the Settlement Benefits in the amount approved by the Court in the Final Approval Order.

5.2 The Settlement Benefits shall be maintained in an interest bearing bank account managed by the Claims Administrator under the supervision of Class Counsel. The Office of the Corporation Counsel shall identify an attorney to be provided monthly reports from the Claims Administrator on the status of the Settlement Fund Account.

5.3 The Claims Administrator shall distribute the Settlement Benefits pursuant to the provisions below, and on the time schedule described herein and pursuant to any orders of the Court.

5.4 In the event that the Settlement Benefits are not completely distributed for any reason, any and all remaining funds shall revert back to the City. The Claims Administrator shall provide, by wire transfer, the amount to be reverted to the City no later than twenty (20) business days after the distribution of the settlement monies described in Section 7.28 below. In addition, within one (1) year and fifteen (15) business days from the date of distribution of the settlement checks described in Section 7.28 below, the Claims Administrator shall provide to the City, by wire transfer, the amount of any settlement checks not paid from the Class Fund Account as a result of any Class Representative's or Class Member's failure to cash the check within one (1) year.

VI. ATTORNEYS' FEES AND EXPENSES, ADMINISTRATIVE EXPENSES AND SERVICE AWARD PAYMENTS

A. Attorneys' Fees and Expenses.

6.1 Pursuant to Fed. R. Civ. P. 23(h), Class Counsel shall apply for reasonable attorneys' fees and expenses incurred by Class Counsel.

6.2 Defendants have agreed to pay Class Counsel \$18,500,000.00 for attorneys' fees and Costs, subject to Court approval. Defendants will not object to a motion by Class Counsel for attorney's fees and Costs of \$18,500,000.00.

6.3 No later than fifty (50) calendar days after the Effective Date, the Claims Administrator will pay from the Settlement Benefits the Class Counsel attorneys' fees and Costs approved by the Court. Prior to the payment of attorneys' fees and expenses, Class Counsel will provide the Claims Administrator with Tax Payer Identification Numbers for Class Counsel and executed Form W-9s. Form 1099s shall be provided to Class Counsel for the payments made to Class Counsel.

B. Administrative Expenses.

6.4 No later than fourteen (14) days after the Preliminary Approval Order, the City shall cause to be deposited into a bank account designated by the Claims Administrator an amount equal to the amount approved by the District Court for payment to the Claims Administrator to cover the costs of Notice agreed to by the Parties and/or ordered by the Court, except that the total of said funds shall not exceed Six Hundred Thousand Dollars (\$600,000.00). Any such payment shall be debited against the Class Fund. The Claims Administrator will submit monthly bills to the Parties and may pay itself from these funds in accordance with its bill provided the Parties do not object to the bill within thirty (30) days of the receipt of the monthly bill.

C. Service Award Payments

6.5 Subject to Court approval, the Claims Administrator will pay from the Settlement Benefits \$15,000 to each Class Representative in recognition of the time and energy that each has devoted to litigating this lawsuit, and his or her willingness to serve as a representative of the Class (collectively "Service Award Payments"). This amount shall be in addition to whatever Settlement Payment each Class Representative shall receive as a Class Member.

VII. INDIVIDUAL SETTLEMENT PAYMENTS TO CLASS MEMBERS AND CLAIMS PROCESS

A. Individual Settlement Payments

7.1 Settlement payments to Class Members and Class Representatives will be in settlement of all their claims.

7.2 The amount in the Class Fund remaining after payments of Court-approved Settlement Administration Expenses and Service Award Payments, as provided herein, shall be proportionately divided, on a per summons basis, among all Class Representatives and Class Members submitting claim forms deemed valid by the Claims Administrator, provided that the maximum compensation per summons shall not exceed \$150.00 (One Hundred Fifty Dollars) (the amounts paid to Class Representatives and Class Members pursuant to this paragraph being the "Individual Settlement Payment").

7.3 If a Class Member received more than one Eligible C Summons at the same date and time in a single Summons Incident, that Class Member may only recover a single time for the Summons Incident, and may not recover for each Eligible C Summons issued at the same date and time. However, a Class Member who received more than one Eligible

C Summons in separate Summons Incidents, at different dates and/or times, may recover once for each Summons Incident.

B. Claims Administrator's Duties

7.4 The Claims Administrator shall (1) transmit the Notice and Claim Forms, by the means approved by the Court, to Proposed Settlement Class Members; (2) establish a website and toll-free phone number where information about the Settlement will be available to Class Members and Class Members can ask, and receive responses to, questions; (3) publish notice in the publications and in the manner set forth in the Declaration of Tiffany Janowicz, Rust Consulting; (4) respond to questions from Proposed Settlement Class Members; (5) review and assess the validity of Claims submitted by Class Members; (6) perform a calculation of the Individual Settlement Benefits consistent with this Stipulation and Proposed Preliminary Approval Order; (7) provide information to the Parties' counsel about the Settlement Benefits Account, as provided herein; (8) arrange for and distribute checks containing Individual Settlement Payments to Class Members; (9) arrange for and distribute checks containing Service Award Payments to the Class Representatives; (10) arrange for reversion back to the City of any amounts from the Settlement Benefits that revert pursuant to the terms of this Proposed Preliminary Approval Order; (11) create a database of Class Members who have filed timely and valid claims; (12) create a database of Opt-Outs; (13) provide Class Counsel and Counsel for Defendants with monthly bills and a final accounting; and (14) perform any other duties necessary to fulfill the foregoing responsibilities and any other responsibilities set forth in this Stipulation and Proposed Preliminary Approval Order.

C. Notice and Claim Forms

7.5 Within five (5) business days after the Preliminary Approval Date, or the date on which the Court unseals the information held by OCA and the NYPD regarding the Proposed Settlement Class Members, or within such other time period set by the Court, the City shall provide a copy of this Stipulation and Proposed Preliminary Approval Order or a separate Unsealing Order to the OCA and the NYPD. Within five (5) business days after receiving unsealed data from the OCA or the NYPD, the City shall provide to the Claims Administrator and Class Counsel the unsealed data as received from the OCA or the NYPD.

7.6 No later than twenty (20) business days after the date that the City provides the unsealed data, or within such other time period set by the Court, the Claims Administrator shall, by the means approved by the Court, transmit the Notice of Class Action Settlement and a Claim form (in the form attached hereto as Exhibit B or in such other form as may be approved by the Court), in substantively the form attached hereto as Exhibit A, or in such other form as may be approved by the Court, to the Proposed Settlement Class Members. The Parties intend to provide actual notice to each Proposed Settlement Class Member, to the extent practicable.

7.7 In order to provide the best notice practicable, the Claims Administrator will do the following before any mailing of the Notice and Claim Form: (1) run the list of all Proposed Settlement Class Members through the United States Postal Service's National Change of Address database ("NCOA"); and (2) perform address searches using public and proprietary electronic resources which collect their data from various sources such as utility records, property tax records, motor vehicle registration records (where allowed) and credit bureaus.

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7.8 If envelopes from the mailing of the Notice and Claim Form are returned with forwarding addresses, the Claims Administrator will re-mail the Notice and Claim Form to the new address within two weeks of receiving the returned envelope. In the event that a Notice of Class Action Settlement and Claim Form are returned to the Claims Administrator by the United States Postal Service because the address of the recipient is no longer valid, *i.e.*, the envelope is marked "Return to Sender", the Claims Administrator shall perform a standard skip trace in an effort to attempt to ascertain the current address of the particular Class Member in question and, if such an address is ascertained, the Claims Administrator will re-send the Notice and Claim Form within two weeks of receiving the newly ascertained address; if no updated address is obtained for that Class Member, the Notice of Class Action Settlement and Claim Form shall be sent again to the Class Member's last known address. With respect to envelopes marked "Return to Sender", the Claims Administrator will also call any identified last-known telephone numbers (and telephone numbers updated through public and proprietary databases) of Class Members for the purpose of obtaining the Class Members' current addresses.

7.9 The Claims Administrator shall provide to Counsel for Defendants and Class Counsel, at least ten (10) business days prior to the Final Fairness Hearing, a list of Class Members for whom notices were returned as undeliverable and for whom efforts to obtain an alternative address failed.

7.10 Class Counsel shall provide the Court, at least five (5) calendar days prior to the Final Fairness Hearing, a declaration by the Claims Administrator of due diligence and proof of transmission, by whatever means have been approved by the Court, of the Notice and Claims forms.

D. Submission of Claim Forms After Final Approval

7.11 All Class Members seeking payment pursuant to the settlement must make such a claim in writing using the Claim Form in the form attached as Exhibit B or such other form as may be approved by the Court. All Claim Forms must be signed by the Claimant. Each Class Member must submit his or her own completed Claim Form for each Eligible C Summons for which the Class Member seeks payment. All Claim Forms must be mailed to the Claims Administrator and postmarked by the claim filing deadline set by the Court, and to be set forth in the Notice and Claim Form, in order to be considered timely. In order for a Claim Form to be considered complete, all questions must be answered and all applicable blanks filled in in a manner legible to the Claims Administrator. Failure to file a timely and complete Claim Form by the deadline for submission of all Claim Forms, if not corrected within the remedial period set forth in Paragraph 7.14 below, shall bar the Class Member from receiving payment with respect to any summons for which a completed Claim Form has not been timely submitted.

7.12 Class Members who file a Claim Form must notify the Claims Administrator of any change of address. The Claims Administrator shall be available through a website and a toll-free phone line to respond to requests from Class Members for assistance in completing and filing Claim Forms.

7.13 No untimely filed and/or incomplete Claim Forms may be accepted by the Claims Administrator, except that (1) the Claims Administrator may extend the deadline for receipt of Claim Forms by up to ten (10) additional calendar days (but no more) where error or delay by United States Postal Service is established; and/or (2) the Claims Administrator may provide a one-time extension of the deadline for receipt of Claim Forms of up to thirty (30) additional calendar days upon good cause shown.

E. Administrative Review of All Claims

7.14 The Claims Administrator shall conduct a review of all Claim Forms to determine whether the Claim Form is completed and has been timely submitted. In the event that a Claim Form is timely, but is incomplete, the Claims Administrator shall provide a one-time twenty (20) calendar day remedial period in which a Claimant can rectify any errors in the Claim Form.

7.15 The Claims Administrator shall also conduct a review of each claim submitted, as well as data provided by the OCA and the City, in order to determine the eligibility of the claim for payment. If the Claims Administrator rejects a claim as not meeting the terms or provisions of the Stipulation and Proposed Preliminary Approval Order, the Claims Administrator shall so notify the Claimant, Class Counsel, and Defense Counsel, in writing and specify the eligibility and/or entitlement criteria that the Claimant failed to satisfy.

7.16 The Claims Administrator shall, within 45 days of the deadline set by the Court for submission of Claim Forms (subject to any extensions of the submission deadline pursuant to this Stipulation and Proposed Preliminary Approval Order), complete its review and issue a final determination as to which Class Members, on a per Summons Incident basis, are entitled to receive payment pursuant to the settlement, and the amount to which each such Class Member is entitled.

F. Objections

7.17 Proposed Settlement Class Member objections to this Stipulation and Proposed Preliminary Approval Order must be in writing, and must include a detailed description of the basis of the objection.

7.18 Objections must be filed with the Court, with copies served on the Claims Administrator, Class Counsel and Counsel for Defendants, within sixty (60) calendar days after the Notice is mailed by the Claims Administrator, or within such other time period, or pursuant to such other procedures, as may be set by the Court. Proposed Settlement Class Members who fail to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Stipulation and Proposed Preliminary Approval Order. Only Members of the Proposed Settlement Class who have not chosen to exclude themselves from the Class pursuant to Section G herein shall be entitled to object to this Stipulation and Proposed Preliminary Approval Order.

7.19 No Class Member may appear at the Final Fairness Hearing for the purpose of objecting to the Stipulation and Proposed Preliminary Approval Order without first having timely filed and served his or her objection(s) in writing.

7.20 Any lawyer intending to appear for a Class Member for the purpose of making objections must also file a Notice of Appearance with the Court by the objection deadline and must also serve copies by mail to Counsel for the Parties by the objection deadline.

7.21 An objector may withdraw his or her objection at any time.

G. Exclusions

7.22 Class Members may exclude themselves, or Opt-Out, of the Settlement. Any Class Member who wants to Opt-Out of the Settlement Class must file a timely request for exclusion pursuant to the provisions described in the Notice of Class Action Settlement, or pursuant to such other requirements as may be set by the Court. Such written request for exclusion must contain the name, address and telephone number of the person requesting

exclusion, or such other information as may be required by the Court. The exclusion request must be personally signed by the Proposed Settlement Class Member. No exclusion request may be made on behalf of a group of Proposed Settlement Class Members, unless permitted by the Court. Unless otherwise determined by the Court, the postmark date of the mailing envelope shall be the exclusive means used to determine whether a request mailed for exclusion has been timely submitted. Any Class Member who timely submits such a request for exclusion shall be barred from participation in the Settlement, shall not receive any portion of the Settlement Benefits, and shall not be entitled to object to the Stipulation and Preliminary Approval Order. The Claims Administrator on a weekly basis shall provide Class Counsel and Defendants' Counsel with a copy of all requests for exclusion that are received.

7.23 Class Counsel shall file with the Court all timely requests for exclusion.

7.24 Any Class Member who does not timely file a request to Opt-Out of the Settlement shall be deemed part of the Settlement and be bound by this Stipulation and all subsequent proceedings, orders and judgments herein.

H. Class Monetary Distribution Procedure

7.25 On a rolling basis to be completed no later than five (5) calendar days after the deadline for completion of the claims determination process described in Paragraph 7.16, the Claims Administrator shall provide the Class Counsel and Counsel for Defendants with a list of Eligible Claimants, and the amount to be paid to each such Eligible Claimant.

7.26 Every thirty (30) days after the Preliminary Approval Order, the Administrator shall provide the Counsel for Defendants and Class Counsel with a list of those persons who are preliminarily eligible so that the City may, on a rolling basis,

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determine whether that person's award with need to be reduced due to New York City Child Support Liens and/or Medicare liens.

7.27 No later than thirty (30) calendar days after receiving the list of Eligible Claimants, as set forth in paragraph 7.24 above, Counsel for Defendants will provide the Claims Administrator and Class Counsel with a list of the Eligible Claimants against whom there are New York City Child Support and/or Medicare liens, and the amount of such lien(s). The amount allowing for New York City Child Support and/or Medicare liens will be deducted from the sum to which an Eligible Claimant is entitled. Prior to providing this list, the City shall send to each person owing New York City Child Support Liens and to Class Counsel a notice describing that they owe these liens and information on how to file a challenge regarding the deduction of the New York City Child Support Liens from the award. If the City later determines that the amount of the lien was incorrect, the City shall directly pay that person the amount that was incorrectly withheld from that person's Settlement Benefit.

7.28 No later than thirty (30) calendar days after Defendant the City of New York deposits the Settlement Benefits in an interest bearing account, as set forth in paragraph 5.1 above, the Claims Administrator shall cause to be mailed, via First Class mail, or by such other means as shall be determined by the Court, payment checks to the Class Members to whom a payment is due, after the deduction of any amounts due pursuant to New York City Child Support and/or Medicare liens, if applicable.

7.29 If a Class Member to whom a payment is due is deceased at the time of such distribution hereunder, the amount payable to such deceased Class Member shall be paid to his or her estate, provided that the estate provides an appropriate certification to the Claims Administrator.

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7.30 All payment checks distributed by the Claims Administrator must indicate, in bold, words to the effect that "the check must be cashed within one (1) year or it will become void." The back of each check will contain a legend stating: "By negotiating this check and accepting payment I agree that I have waived and released the Released Parties from all Released Claims as defined in the Stipulation and Proposed Preliminary Approval Order and in the Notice in this matter. This Release is effective as of the Effective Date."

VIII. DUTIES OF CLASS COUNSEL PRIOR TO COURT APPROVAL

8.1 Promptly upon execution of this Stipulation and Proposed Preliminary Approval Order by Class Counsel and Counsel for Defendants, but by no later than ten (10) calendar days thereafter, Class Counsel shall apply to the Court for the entry of this Order:

- (i) Preliminarily approving the Stipulation and Proposed Preliminary Approval Order, as well as the payment of attorneys' fees and Costs, and Service Award Payments;
- (ii) Approving as to form and content the proposed Notice of Class Action Settlement;
- (iii) Approving as to form and content the proposed Claim Form;
- (iv) Directing the mailing of the Notice and Claim Form by first class mail to the Proposed Settlement Class Members;
- (v) Setting deadlines for objecting to the Stipulation and Proposed Preliminary Approval Order, for seeking exclusion from the Proposed Settlement Class, and for submission of Claim Forms; and,
- (vi) Scheduling a Final Fairness Hearing as soon as practicable on the question of whether the Settlement, attorneys' fees and Costs and Service Award Payments should be finally approved as fair, reasonable and adequate.

IX. DUTIES OF CLASS COUNSEL IN CONNECTION WITH FINAL COURT APPROVAL

9.1 Following the Court's Order of Preliminary Approval, and no later than forty (40) days prior to the date set by the Court for the Final Approval Hearing, Class Counsel shall submit a motion for a Final Approval Order:

- (i) Granting final approval to the Stipulation and Proposed Preliminary Approval Order, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
- (ii) Granting final approving of attorneys' fees and Costs, and Service Award Payments;
- (iii) Dismissing the Civil Action with prejudice; and
- (iv) Ordering that all materials containing Confidential or Highly Confidential Information pursuant to the Protective Order entered in the Civil Action shall be returned to the producing party or destroyed by the party to whom those materials were produced within one-hundred eighty (180) calendar days after the Effective Date, with the exception that the Parties may retain copies of their work product; copies of all filed documents (whether or not filed under seal or submitted to the Court without being officially filed); and materials necessary to oversee compliance with and implementation of this Stipulation and Proposed Preliminary Approval Order, except that, with respect to materials necessary to oversee such compliance and implementation, all documents and materials designated Highly Confidential shall be returned to Defendants or Defendants' Counsel, who shall retain and maintain that information in the form in which it is returned until 180 days after the Effective Date.

X. PARTIES' AUTHORITY

10.1 The signatories hereby represent that they are fully authorized to enter into this Stipulation and Proposed Preliminary Approval Order and to bind the Parties and the Class Members to the terms and conditions hereof, subject to Court approval.

10.2 All of the Parties acknowledge that individual Class Members are entitled to consult an attorney at their own expense regarding their participation in the proposed Settlement and all terms of this Stipulation and Proposed Preliminary Approval Order,

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including without limitation the Releases set forth herein. The Parties acknowledge that they have been represented by competent, experienced Counsel throughout all negotiations and mediation that preceded the execution of this Stipulation and Proposed Preliminary Approval Order, and this Stipulation and Proposed Preliminary Approval Order is made with the consent and advice of Counsel who have jointly prepared this Stipulation and Proposed Preliminary Approval Order.

10.3 All of the Parties acknowledge that they are participating voluntarily and knowingly in exchange for the consideration described herein. The Parties further acknowledge that they were provided with a reasonable period of time within which to consider this Stipulation and Proposed Preliminary Approval Order.

XI. MODIFICATION

11.1 This Stipulation and Proposed Preliminary Approval Order and its attachments may not be terminated or substantively changed, altered or modified, except in writing by all Parties, and subject to Court approval.

XII. ENTIRE PROPOSED PRELIMINARY APPROVAL ORDER

12.1 This Stipulation and Proposed Preliminary Approval Order and its exhibits and attachments, subject to Court approval, constitute the entire agreement among the Parties concerning the subject matter hereof. No extrinsic oral or written representations or terms shall modify, vary or contradict the terms of this Stipulation and Proposed Preliminary Approval Order. In the event of any conflict between this Stipulation and Proposed Preliminary Approval Order and any other document or information (other than an order of the Court), the Parties intend that this Stipulation and Proposed Preliminary Approval Order shall be controlling.

XIII. INTERPRETATION

13.1 This Stipulation and Proposed Preliminary Approval Order shall be construed as a whole according to its fair meaning, and not strictly for or against any party, regardless of who drafted or who was principally responsible for drafting this Stipulation and Proposed Preliminary Approval Order or any specific term or condition thereof.

XIV. CHOICE OF LAW AND JURISDICTION

14.1 This Stipulation and Proposed Preliminary Approval Order and the exhibits thereto shall be considered to have been negotiated, executed and delivered, and to be wholly performed, in the State of New York, and the rights and obligations of the Parties to this Stipulation and Proposed Preliminary Approval Order shall be subject to, governed by, construed, enforced, and administered in accordance with the laws of the State of New York, without giving effect to that State's choice-of-law principles.

14.2 The Court, and any appellate court from which appeals of the Court's decisions may properly be brought, shall retain jurisdiction of the implementation and enforcement of the terms of this Stipulation and Proposed Preliminary Approval Order, and all Parties hereto and their counsel shall submit to the exclusive jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Stipulation and Proposed Preliminary Approval Order.

XV. COUNTERPARTS

15.1 This Stipulation and Proposed Preliminary Approval Order may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Stipulation and Proposed Preliminary Approval Order, which shall be binding upon and effective as to all Parties and the Class.

XVI. VOIDING THE STIPULATION AND PROPOSED PRELIMINARY APPROVAL ORDER

16.1 In the event this Stipulation and Proposed Preliminary Approval Order, or any amended version agreed upon by the Parties, does not obtain judicial approval for any reason, this Stipulation and Proposed Preliminary Approval Order shall be null and void in its entirety, unless expressly agreed in writing by all Parties. In that event, the Parties and the Class shall be deemed to have returned to the status quo in the Civil Action as it was immediately prior to the execution of this Stipulation and Proposed Preliminary Approval Order.

XVII. FINAL FAIRNESS HEARING

17.1 A Final Fairness Hearing shall be held at a date and time to be set by the Court, at which time the Court will hear argument as to whether the Court should approve the settlement, attorneys' fees, costs, and Service Award Payments.

IN WITNESS WHEREOF, the undersigned have duly executed this Stipulation and Proposed Preliminary Approval Order as of the date indicated below:

Dated: January 23, 2017

Cohen & Fitch, LLP

Jon L. Norinsberg PLLC

Quinn Emanuel Urquhart & Sullivan LLP

By:

[Redacted signature]

Gerald M. Cohen
Joshua P. Fitch
Cohen & Fitch, LLP
233 Broadway, Suite 1800
New York, NY 10279
(212) 374-9115

By:

[Redacted signature]

Jon L. Norinsberg
225 Broadway, Suite 2700
New York, NY 10007
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By:

[Redacted signature]

Stephen Neuwirth
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51 Madison Ave., 22nd Floor
New York, NY 10010
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Co-Lead Class Counsel

ZACHARY W. CARTER
Corporation Counsel of
The City of New York

By:

[Redacted signature]

Qiana Smith-Williams
Rachel Seligman Weiss
Suzanna Publicker Mettham
Daniel Passeser
100 Church Street
New York, NY 10007
(212) 356-2360

SO ORDERED:

Robert W. Sweet, U.S.D.J.

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EXHIBIT

“B”

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
SHARIF STINSON, et al., on Behalf of
Themselves and Other Similarly Situated,

Plaintiffs,

10 CV 4228 (RWS)

-against-

THE CITY OF NEW YORK, et al.,

Defendants.
-----X

**ORDER GRANTING PRELIMINARY APPROVAL OF PROPOSED
SETTLEMENT, APPROVING PROPOSED NOTICE PLAN, AND APPOINTING
SETTLEMENT CLAIMS ADMINISTRATOR**

The above-entitled matter came before the Court on Class Plaintiffs' request for preliminary approval of a proposed settlement, for approval of a proposed notice plan, and for appointment of a settlement claims administrator. (Letter, Dated January 23, 2017, Dkt. No. 319) (the "Class Plaintiffs' Letter").

I. Preliminary Approval of Settlement

1. Based upon the Court's review of the Class Plaintiffs' Letter, the Stipulation of Settlement Attached thereto as Exhibit A, the Affirmation of the Honorable John S. Martin (Ret.) ("Martin Affirmation") attached thereto as Exhibit F, and all other papers submitted in connection with Class Plaintiffs' Letter, the Court grants preliminary approval to the settlement memorialized in the Joint Stipulation ("Settlement Agreement") (Ex. A of Class Plaintiff's Letter).

2. The Court concludes that the proposed Settlement Agreement is within the range of possible settlement approval, such that notice to the Class is appropriate.

3. The Court finds that the Settlement Agreement is the result of extensive,

arm's length negotiations by counsel well-versed in the prosecution of civil right cases and class actions.

4. The assistance of an experienced mediator, the Honorable John S. Martin (Ret.) of the Southern District of New York, reinforces that the Settlement Agreement is non-collusive.

5. Settlement at this stage in the litigation avoids additional expense and delay and ensures a prompt and substantial recovery for the Plaintiffs and class members.

II. Class Administrator and Class Notice

6. The Court approves the appointment of Rust Consulting as claims administrator.

7. As set forth in the Declaration of Tiffany Janowicz, Esq., with nearly 30 years of class action settlement administration experience, including class actions involving the City of New York, Rust is experienced in the administration of class action settlements.

8. With the assistance of Rust, Co-Lead Class Counsel has devised a Notice Program intended to provide Class members with the best notice practicable under the circumstances, including:

- (a) sending the short form notice and claim form via first class mail to each potential Class member;
- (b) publishing a summary notice in *El Diario La Prensa – New York City*, *New York Daily News (NY)*, and *the New York Post*;
- (c) delivering notice via banner ads to New York City IP addresses;
- (d) building and maintaining a case-specific website; and
- (e) establishing and maintaining a toll-free helpline where a combination of interactive voice response and live telephone support will be available to assist potential members of the Class.

9. The Court approves both the form and substance of the proposed Long and Short form Notices of Class Action Settlement ("Notices"), which are attached as Exhibit C and D to Class Plaintiffs' Letter, and directs its distribution to the Class.

10. The content of the Notices complies with due process and Fed. R. Civ. P. 23.

11. Pursuant to Fed. R. Civ. P. 23(c)(2)(B), a notice must provide:

the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The notice must concisely and clearly state in plain, easily understood language: the nature of the action; the definition of the class certified; the class claims, issues, or defenses; that a class member may enter an appearance through counsel if the member so desires; that the court will exclude from the class any member who requests exclusion, stating when and how members may elect to be excluded; and the binding effect of a class judgment on class members under Rule 23(c)(3).

Fed. R. Civ. P. 23(c)(2)(B).

12. The Notices satisfy each of these requirements and adequately put class members on notice of the proposed settlement.

13. The Notices describe the terms of the settlement, inform the class about the allocation of attorneys' fees, and provide specific information regarding the date, time, and place of the final approval hearing.

III. Schedule

14. The Court hereby sets the following schedule for dissemination of Notice and the final approval hearing:

- a. The Notice will be mailed to Class Members within 45 days after this Order;

- b. Class Members will have 45 days from the date the Notice is mailed to opt out of the settlement or object to it ("Notice Period");
- c. No later than 40 days prior to the Fairness Hearing, Plaintiffs will file a Motion for Final Approval of Settlement;
- d. The Court will hold a final Fairness Hearing on May 24, 2017 at _____m. at the United States District Court for the Southern District of New York, 500 Pearl Street, New York, New York, Courtroom;
- e. If the Court grants Plaintiffs' Motion for Final Approval of the Settlement, the Court will issue a Final Order and Judgment. If no party appeals the Court's Final Order and Judgment, the "Effective Date" of the settlement will be 30 days after the Court enters its Final Order and Judgment;
- f. If a party appeals the Court's Final Order and Judgment, the "Effective Date" of Settlement shall be the day after all appeals are finally resolved;
- g. The Settlement Claims Administrator will disburse settlement checks to the Class Members, the Class Counsel's attorneys' fees and expenses awarded by the Court to Class Counsel, and the Named Plaintiffs' Service Awards approved by the Court to the Named Plaintiffs as soon as possible but no more than 45 days after the Effective Date.

It is SO ORDERED this _____ day of _____, 201 .

Honorable Robert W. Sweet
United States District Judge

Case 1:10-cv-04228-RWS Document 319-3 Filed 01/23/17 Page 1 of 7

EXHIBIT

“C”

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

STINSON, *et al.*,

v.

THE CITY OF NEW YORK, *et al.*

Class Action

Civil Action No. 10 Civ. 4228 (RWS)

**NOTICE OF PENDENCY OF CLASS ACTION
PROPOSED SETTLEMENT AND SETTLEMENT HEARING**

TO: All individuals who have been issued a Criminal Court Summons ("C Summons") by a member of the New York City Police Department ("NYPD") from MAY 25, 2007 through [PRELIMINARY APPROVAL DATE] ("The Settlement Class"), that was dismissed as facially or legally insufficient.

This Notice is being sent to you, by order of the United States District Court for the Southern District of New York (the "Court"). It describes a proposed settlement (the "Settlement") of a Fourth Amendment class action against The City of New York (the "Civil Action") and your right to receive money from this Settlement.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS WILL BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS LITIGATION.

YOU MAY BE ENTITLED TO MONEY FROM THIS SETTLEMENT.

Summary of Settlement:

On May 25, 2010, the Class Representatives filed this lawsuit, on behalf of themselves and a class of individuals who had received C Summonses from members of the NYPD, claiming that the City of New York ("City"), through the NYPD had illegally stopped, seized, arrested, and issued summonses to these individuals in the absence of probable cause in response to a summons quota within the NYPD. A final settlement agreement was reached in August 2016.

The Settlement includes benefits of up to \$75,000,000 (\$75 million dollars), comprised of a cash payment of up to \$56,500,000.00 (\$56.5 million dollars) to the class (the "Class Fund") and the payment of \$18,500,000.00 in legal fees and costs, and certain changes to the NYPD's practices, as described in this Notice. If you are an individual who was issued a C Summons that was later dismissed for facial or legal insufficiency that was issued without probable cause, you may be eligible to participate in the settlement benefits.

Specifically, this Notice is being sent to all individuals who were issued C Summons(es) by the NYPD and whose summons(es) were later dismissed by the court for facial or legal insufficiency prior to trial (together the "Proposed Settlement Class Members" or "Settlement Class Members" and each a "Proposed Settlement Class Member" or "Settlement Class Member").

The Court in charge of this case is the United States District Court for the Southern District of New York, and the case is known as *Stinson, et al. v. The City of New York, et al.* This case is assigned to United States District Judge Robert W. Sweet. The Court has preliminarily approved the Settlement and wishes to inform you of the general terms of the Settlement and what actions you need to take to participate in the benefits provided by the Settlement.

The Court will hold a hearing to consider whether the Settlement is fair, reasonable, and adequate, and to decide whether to give final approval to this Settlement. The Final Fairness Hearing will be held on [DATE] at [TIME], before the Honorable Robert W. Sweet, United States District Judge, Southern District of New York, 500 Pearl Street, Courtroom 18C, New York, New York 10007. If the Court approves the Settlement, the Court's judgment will be final and binding, and payments will be made after the completion of all claims processing.

You may attend this hearing if you wish, but you are not required to appear at the hearing. If you are a Class Member, you will be represented by Class Counsel at no cost to you.

If you wish to make a claim for monetary relief, this Notice will describe the procedures to do so.

Or, if you wish to opt out from the settlement or object to it, this Notice will describe those procedures.

SUMMARY OF INFORMATION PROVIDED IN THIS NOTICE

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I. PURPOSE OF THIS NOTICE

This Notice explains the Civil Action, the Settlement, the certification by the Court of the Settlement Class, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The interests of the Settlement Class have been represented in the Civil Action by Cohen & Fitch LLP, The Law Office of Jon L. Norinsberg PLLC and Quinn Emanuel Urquhart & Sullivan, LLP (collectively "Class Counsel"). Class Counsel represents the interests of all Proposed Settlement Class Members. If you have questions regarding this Notice or your rights in this Settlement, you may contact settlement administrator at 1-877-552-1290 or visit www.nypdsummons.com.

If you want to be represented by your own lawyer (other than Class Counsel), you may hire one at your own expense.

II. LITIGATION BACKGROUND

On August 31, 2010, the Class Representatives filed an Amended Class Action Complaint against the City of New York and Raymond Kelly in the United States District Court for the Southern District of New York, on behalf of themselves and a class of individuals who claimed to have received unconstitutional C Summonses from the NYPD under 42 U.S.C. § 1983.¹

On February 4, 2011, the Class Representatives filed their Motion to Certify a Class. Defendant submitted a brief in opposition to class certification on September 9, 2011. On April 23, 2012 the Court certified a class action pursuant to Rule 23(b)(2) and 23(b)(3). On May 7, 2012, defendant moved the Court for reconsideration of that decision. The Class Representatives submitted a brief in opposition to defendant's Motion for Reconsideration. On July 19, 2012, the Court denied defendant's motion. On August 2, 2012, defendant petitioned the Second Circuit pursuant to Fed. R. Civ. P. 23(f) for leave to appeal the Court's Order granting certification. The Class Representatives submitted a brief in opposition on August 30, 2012. On December 12, 2012, the Second Circuit denied defendants' petition. Finally on April 4, 2014, Defendants filed a Motion to Decertify the Class. The Class Representatives submitted a brief in opposition on May 29, 2014. On September 23, 2014 the Court denied Defendants' Motion. Discovery has been ongoing in this case for five years.

In order to secure certain, prompt and extensive relief for the Proposed Settlement Class and to avoid the risk of future litigation, trial and appeals, the Parties engaged in settlement negotiations. In August 2016, the Parties reached an agreement providing for the settlement of the class action and executed a Settlement Agreement (the "Agreement" or "Settlement Agreement"). The Parties agree that the Settlement is fair, reasonable and adequate and that it serves the best interest of the Proposed Settlement Class based on all the facts and circumstances.

III. CLASS DEFINITION

You are a member of the Settlement Class if you fit within this definition:

Individuals who received a Criminal Court Summons ("C Summonses") by an NYPD officer, from the start of the class period, May 25, 2007, through [Preliminary Approval Date] and whose summons was dismissed by the court for facial or legal insufficiency and lacked probable cause ("Eligible Summons"). You are excluded if, between the

¹ The initial Class Action Complaint was filed on May 25, 2010.

date you received the Eligible Summons and [Preliminary Approval Date], you entered into an individual release as part of a settlement agreement with the City that did not carve out an exception for this Civil Action. You are also excluded if you previously sued the City of New York and/or individual NYPD officers and recovered for your claims following motion practice or trial or if your claim was dismissed by the Court.

You have received this Notice because the New York State Office of Court Administration's ("OCA") records reflect that you were issued a C Summons by the NYPD between May 25, 2007 and [Preliminary Approval Date], which was dismissed for facial or legal insufficiency prior to trial, and therefore, you may be a Settlement Class Member.

Your rights may be affected by the legal proceedings in this action.

IV. DISCUSSION OF SETTLEMENT TERMS

Under the terms of the Settlement, the City has agreed to pay a total amount of up to \$75,000,000 (\$75 million dollars), comprised of an estimated cash payment of up to \$56,500,000.00 (\$56.5 million dollars) to the class (the "Class Fund") and the payment of \$18,500,000.00 in legal fees and costs, and has agreed to certain changes to the NYPD's practices, as described in this Notice.

All parties agree that the Settlement—under all the facts and circumstances—constitutes fair, adequate, and reasonable consideration for the settlement of all constitutional claims that were raised or could have been raised by the Class Representatives or any member of the Proposed Settlement Class in the Civil Action, whether individually or as a class.

TO BE ELIGIBLE FOR A SETTLEMENT PAYMENT, YOU MUST SUBMIT A CLAIM FORM—PAYMENT UNDER THIS SETTLEMENT IS NOT AUTOMATIC.

EACH SETTLEMENT CLASS MEMBER WHO SEEKS TO RECEIVE A SETTLEMENT PAYMENT MUST COMPLETE A CLAIM FORM, WHICH IS ATTACHED HERETO AS EXHIBIT B, AND SUBMIT IT BY [DATE].

If the Court approves this Settlement and instructions for completion will be provided to you in the separate mailing that also provides information on the Claim Form detailed above.

A. How Will My Settlement Award Be Calculated?

Settlement Class Members will be eligible to receive a payment for each Eligible Summons issued to them from May 25, 2007 up to the [Preliminary Approval Date], in settlement of their claims. Settlement payments will be fixed on a per summons basis and will be calculated by dividing the Maximum Class Payment (currently estimated at approximately \$56,350,000.00 less Settlement Administration Expenses and Costs) by the total number of Eligible Summonses submitted by Eligible Claimants during the Settlement Class Period. **No Eligible Claimant may receive a settlement payment in an amount that exceeds one hundred and fifty dollars (\$150.00) per Eligible Summons. However, any amount(s) owed for Child Support and/or Medicaid liens will be deducted from your settlement payment.**

B. Recovery for Multiple Eligible Summonses

If a Class Member received more than one Eligible Summons at the same date and time, that Class Member may only recover for a single Eligible Summons for that date and time, and may not recover for each Eligible Summons issued at the same date and time.

However, a Class Member who received more than one Eligible Summons in separate incidents, at different dates and/or times may recover once for each Eligible Summons incident.

C. Will the Individuals Who Litigated This Case Receive a Service Payment?

Class Counsel will apply for service payments of \$15,000.00 each for the Class Representatives to compensate them for the time and effort they devoted to representing the Class in this case.

D. What the City Has Agreed to Do Under the Settlement

- (1) The City will make reasonable efforts to ensure that, within six months of the Court's final approval of the Settlement Agreement and Release, the NYPD will send a Department-wide email and a FINEST message (i) instructing all Members of Service that quotas and/or numeric performance goals that otherwise fall within the plain meaning of

New York State Labor Law Section 215-a for enforcement activity are against Department policy and may not be implemented; (ii) advising supervisory personnel that they may be subject to disciplinary action if they implement such quotas and/or numeric performance goals for enforcement activity; (iii) instructing Members of Service that they should notify IAB if they believe that they have been threatened or retaliated against in relation to any such quota and/or numeric performance goal, including without limitation the failure to comply with or satisfy any quota and/or numeric performance goal. The Department will effectively revoke any existing bulletin, operations order or policy that is contrary to the above, and will ensure that any such revocation will be communicated via email to all members of service. The City will make reasonable efforts to ensure that, within eighteen months of the court's final approval of the Settlement Agreement and Release, the foregoing content from the Department-wide email shall be a subject included in Recruit Training, that it will be the subject of a Department-wide in-service training for calendar year 2017, and will be incorporated into all promotional training for Sergeants, Lieutenants and Captains.

- (2) As of 2016, allegations made by any Member of Service against executives in the rank of Captain or above regarding the existence of quotas and/or numeric performance goals will be investigated by the Internal Affairs Bureau as "M" or Misconduct cases and assigned to IAB Group 1 on a pilot basis, subject to a continuing assessment of the allocation of IAB resources and the discretion of the Police Commissioner pursuant to the City Charter.
- (3) Within six months of the Court's final approval of the Settlement Agreement and Release allegations made by any Member of Service against a Sergeant or Lieutenant regarding the existence of quotas and/or numeric performance goals will be investigated by the designated parent command Investigations Unit, as opposed to the command that is the subject of the quota allegation.
- (4) The City will make reasonable efforts to ensure that, within twelve months of the Court's final approval of the Settlement Agreement and Release, the NYPD will conduct a targeted internal review of all relevant training materials for recruits, and all relevant promotional and all in-service training, to ensure compliance in both form and substance with the Quota Bill.
- (5) The City will make reasonable efforts to ensure that within three months of the Court's final approval of the Settlement Agreement and Release, the NYPD will make changes to its Patrol Guide and conduct training relative to the distribution of "Contact Cards" bearing the officer's name, shield and command, to be provided on demand. Where no card is available, the officer must provide his or her name, rank and command to any person upon request, including the recipient of a C-summons.

V. RELEASE OF CLAIMS

If the Court grants final approval of the Settlement, then all Settlement Class Members who do not opt out will fully, finally, and forever release all claims covered by the Settlement Agreement against the City of New York, its agents and employees, up to the Preliminary Approval Date. When claims are "released" it means that a person granting the release cannot sue the City for the same claims that are covered by the lawsuit as set forth below and in the Settlement Agreement.

What this means for you is that you will not be able to bring a lawsuit in any form for anything related to any C Summons that you believe was illegally issued to you before [Preliminary Approval Date]. More specifically, you will be releasing any and all claims including, but not limited to, claims of false arrest, excessive force, malicious prosecution, illegal search under New York State Law, 42 U.S.C. § 1983 ("Section 1983"), and any other applicable federal, state, or local statutes, common law, or regulation. This is true whether or not you are aware of those claims now.

This Release does not affect your rights, if any, to recovery in existing certified class actions in which you are currently a class member regarding non-C Summons related matters. It also does not affect your rights to any claims that might arise occurring after the Preliminary Approval Date.

The terms of the Release are set forth in Paragraph 2.21 and Section V of the Settlement Agreement. You may obtain a copy of the Settlement Agreement by contacting Class Counsel, as listed below, or you can view the Settlement Agreement in hard copy in the Office of the Clerk of the United States District Court, Southern District of New York, 500 Pearl Street, New York, NY 10007.

VI. THE SETTLEMENT PROCESS, FINAL FAIRNESS HEARING AND YOUR RIGHTS

In order to decide whether to approve the proposed settlement, Judge Sweet will consider related papers and comments submitted by the Parties or others and will hold a hearing in open court. **This Final Fairness Hearing will be held at [TIME], on [DATE], at the Southern District of New York, 500 Pearl Street, Courtroom 18C, New York, New York 10007.**

You do not need to appear at the hearing. However, you may attend and you may also enter an appearance in the case through your own attorney, if you so desire. This appearance must be filed with the Clerk's Office and served on the Claims Administrator and Class Counsel no later than forty-five (45) days after this Notice is postmarked.

If you submit a Claim Form, the Claims Administrator shall be entitled to deny the claim if there is a basis to determine that you are not the individual who received the Eligible Summons or you are otherwise ineligible for the reasons stated in Section III.

You also may decide to "opt out" or ask to be excluded from the Settlement. If you exclude yourself from the Class, you will not be legally bound by the Court's judgments in this Civil Action but you also will not receive any money from this Class Action lawsuit—even if the proposed Settlement is approved. Of course, even if you exclude yourself from this lawsuit and you have future interactions with the NYPD, any changes made to the City's policies mentioned above may still apply to you. To ask to be excluded:

- (1) You must send a request for exclusion that contains your name, address and telephone number and must be personally signed by you.
- (2) The request for exclusion must contain the following language: "I understand that I am requesting to be excluded from the class monetary settlement and that I will receive no money from the Cass Fund created under the Settlement Agreement entered into by the City. I understand that if I am excluded from the class monetary settlement, I may bring a separate legal action seeking damages, but may receive nothing or less than what I would have received if I had filed a claim under the class monetary settlement procedure in this case. I also understand that I may not seek exclusion from the Class for non-monetary relief and that I am bound by the non-monetary relief provisions of the Settlement Agreement entered into by the City."
- (3) You must mail your request for exclusion postmarked by [DATE], to:

Stinson v City of New York
c/o Rust Consulting, Inc - 5489
PO Box 2574
Faribault, MN 55021-9574

If you do not provide written notice of your intention to opt-out of the class, and also do not return a Claim Form, you will not receive payment pursuant to the Settlement Agreement, and you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit involving any C summonses issued to you and dismissed as facially insufficient between May 25, 2007 through [Preliminary Approval Date].

You also may submit any objections to this proposed settlement in writing. For any such written objections to be considered, you must follow the steps detailed below:

- (1) You must file your written objection with the Clerk of the Court, United States District Court for the Southern District of New York, 500 Pearl Street, New York, New York 10007. Please do not send any comments directly to, or attempt to reach, Judge Sweet in person. **Your objection must be postmarked [within forty five (45) days] after the postmark date of this Notice.**
- (2) Copies of all such papers must be mailed and postmarked by the same date to the Claims Administrator at:

Stinson v City of New York
c/o Rust Consulting, Inc - 5489
PO Box 2574
Faribault, MN 55021-9574

Any objection must detail the specific reason for the objection.

VII. THE LAWYERS REPRESENTING THE CLASS

As a Settlement Class Member, you are represented in this litigation by Class Counsel, as follows:

Gerald M. Cohen
 Joshua P. Fitch
 Cohen & Fitch, LLP
 233 Broadway, Ste 1800
 New York, NY 10279
 (212) 374-9115
 www.cohenfitch.com

Jon L. Norinsberg
 Offices of Jon L. Norinsberg PLLC
 225 Broadway, Ste 2700
 New York, NY 10007
 212-791-5396
 www.norinsberglaw.com

Stephen Neuwirth
 Elinor C. Sutton
 Quinn Emanuel Urquhart & Sullivan, LLP
 51 Madison Avenue, 22nd Floor
 New York, NY 10010
 (212)-849-7325
 www.quinnemanuel.com

Unless you elect to exclude yourself from the Settlement, you will continue to be represented by Class Counsel in connection with implementation and monitoring of the Settlement throughout the remainder of the Settlement at no cost to you.

A. How Will The Lawyers Be Paid?

In connection with the Settlement, Class Counsel will submit a request for \$18,500,000.00 for attorneys' fees and costs to the Court. The City has agreed to pay Class Counsel this figure subject to Court approval.

If you are a Settlement Class Member and receive payment from the Class Fund, you will not owe any fees or expenses to the lawyers who have represented you as a part of the Settlement Class. Whatever the Court awards to Class Counsel in fees and expenses will be paid only if and after the Settlement has been finally approved by the Court.

As is routine in class actions, Class Counsel will file a motion seeking court approval for an award of attorneys' fees and expenses already incurred, as well as the fees and expenses that will be incurred during the administrative portion of the Settlement. For more than six years, Class Counsel has litigated this case which involved extensive discovery including, hundreds of thousands of documents, thousands of hours of audio visual materials, approximately 44 depositions and voluminous motion practice and appeals.

Class Counsel has litigated this case on behalf the Settlement Class without receiving any compensation for their services or reimbursement of their out-of-pocket litigation expenses and has undertaken significant risks in pursuing this matter. Accordingly, Class Counsel will request that the Court award them approximately \$18,500,000.00 in costs, disbursements and expenses that they have incurred, plus attorneys' fees for the work performed and results achieved to date. In addition to compensation and reimbursement for the work already performed thus far, all fees and expenses will include all future work Class Counsel will do associated with the finalization of the Settlement Agreement and overseeing the administration process.

VIII. GETTING MORE INFORMATION

If you have further questions or are still not sure whether you are included, you can get free help by contacting the Claims Administrator at the contact information listed above.

This Notice contains only an overview of the Settlement and related matters. For a more detailed statement of the matters involved in the proposed Settlement of this Action, you may examine the pleadings, the Agreement relating to the Settlement of the Action, and all other papers and documents filed with the Court in the Action, which may be inspected during normal business hours at the United States District Court for the Southern District of New York, 500 Pearl Street, New York, NY 10007.

SHOULD YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, THIS ACTION, THE PROPOSED SETTLEMENT OR THE FINAL FAIRNESS HEARING THEREON, YOU SHOULD DIRECT THEM TO CLASS THE CLAIMS ADMINISTRATOR IN THIS ACTION, AT THE NUMBER SET FORTH ABOVE. PLEASE DO NOT CONTACT THE CLERK OF THE COURT.

Dated: , 2017

BY ORDER OF THE COURT
 UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF NEW YORK

Case 1:10-cv-04228-RWS Document 319-4 Filed 01/23/17 Page 1 of 2

EXHIBIT

“D”

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

**IF YOU WERE ISSUED A SUMMONS THAT WAS DISMISSED AS
INSUFFICIENT DURING THE YEARS COVERED BY THIS LAWSUIT,
YOU MAY BE ENTITLED TO MONEY**

You must file a claim by [REDACTED] to be included in this Class Action Settlement.

1. What is this lawsuit about? Am I included?

- This is a proposed Settlement of a Class Action lawsuit.
- The City of New York ("City") has agreed to pay \$75 Million in money damages to approximately 1,000,000 people who were issued a summons without probable cause that were later **dismissed for legal or facial insufficiency**.
- If you received a summons from a New York City Police Officer on or after May 25, 2007 that was **dismissed for facial insufficiency** you may be entitled to money.

2. What does the Settlement provide?

- The Settlement would entitle each Class Member to a share of the \$75 Million Class Fund (after payment of up to \$1.5 Million for administrative costs, service awards to the Named Plaintiffs; and \$18.5 Million towards attorneys' fees and costs).
- You are entitled to recover for each summons that you received on different dates and/or times. This means that if you received multiple summonses at the same time, you are only entitled to recover once. The amount Class Members receive depends on how many people file valid Claim Forms, however, in no instance will any Class Member be compensated in an amount greater than \$150 per summons.

3. How do I get money from the Settlement?

- You must fill out and mail a completed Claim Form by [REDACTED] to be eligible for any payment.
- To get a Claim Form, go to www.nypdsummons.com or contact the administrator at the address or number below. Include your name, date of birth, address, social security number or I-TIN (if any), Medicare Number, and phone (if any) on all requests to the Administrator.

4. What are my rights and options in this Settlement?

You May		Due Date
Submit a Claim Form	<u>The only way to get a payment.</u> By submitting a Claim Form, you give up your legal right to bring further claims against the Defendants about the summonses issued to you for which you are claiming payment.	Postmarked By: [REDACTED]
Exclude Yourself From The Settlement	Get no payment from the Settlement. This is the only option that allows you to ever be part of any other lawsuit against the Defendant(s) about the summons(es) in this case.	Postmarked By: [REDACTED]
Object to the Settlement	Remain a Class Member but write to the Court about why you don't like the Settlement. You must still submit a Claim Form if you wish to object.	Postmarked By: [REDACTED]
Go to the Fairness Hearing	You or your own lawyer may appear and speak at the hearing at your own expense.	[DATE TBD]
Do Nothing	Get no payment and give up all rights to sue the Defendants on these claims.	N/A

This is only a Summary of the proposed Settlement. For more information and a Claim Form:

Call: 1-877-552-1290 Visit: www.nypdsummons.com

Write: Stinson v City of New York, c/o Rust Consulting, Inc. - 5489, PO BOX 2574, FARIBAULT MN 55021-9574.

Claims will be handled by an independent administrator. Do not contact the Court or Defendants.

Case 1:10-cv-04228-RWS Document 319-5 Filed 01/23/17 Page 1 of 4

EXHIBIT

“E”

STINSON V CITY OF NEW YORK
C/O RUST CONSULTING INC - 5489
PO BOX 2575
FARIBAULT MN 55021-9575

Case 1:10-cv-04228-RWS Document 319-5 Filed 01/23/17 Page 2 of 4

FOR OFFICIAL USE ONLY
01

IMPORTANT LEGAL MATERIALS



<<Name 1>>
<<Name 2>>
<<Name 3>>
<<Name 4>>
<<Address 1>>
<<Address 2>>
<<City>> <<State>> <<Zip 10>>
<<CountryName>>

CLAIM FORM

*Stinson, et al. v. City of New York, et al.,
Civil Action No. 10 Civ. 4228 (RWS)*

IT IS IMPORTANT THAT YOU READ THE ATTACHED INSTRUCTIONS BEFORE YOU BEGIN FILLING OUT THIS CLAIM FORM TO BE VALID, YOUR CLAIM FORM MUST BE POSTMARKED ON OR BEFORE [DATE]. YOU MUST ANSWER EVERY QUESTION. YOU CANNOT RECEIVE MONEY UNLESS YOU COMPLETE, SIGN, AND MAIL THIS CLAIM FORM BY [DATE].

1. Full Name: _____
First Name Middle Name Last Name

2. Street Address: _____
Apt. No.

City: _____ State: _____ Zip Code: _____

3. Telephone Number: (_____) _____ - _____

4. E-Mail Address: _____

5. Date of Birth: _____ / _____ / _____
Month Day Year

6. Social Security Number or I-TIN (if any):
SSN: _____ - _____ - _____ I-TIN: _____ - _____ - _____
 Check here if you do not have a Social Security Number or I-TIN.

7. Medicare Number (if any): _____
 Check here if you do not have a Medicare Number.





According to the records maintained by the New York State Office of Court Administration, you were given a Criminal Court Summons, ("C Summons") numbered <<number summons>>, by a New York City Police Department ("Police Department") officer, between May 25, 2007 and [Preliminary Approval Date] that was dismissed by the court for facial or legal insufficiency.

8. Are you the individual who received this summons?

Yes No

9. At the time that you received the summons, were you committing the violation for which the police officer gave you a summons?

Yes No

10. Have you ever previously made any claim or filed any lawsuit against the City of New York or any of its employees (including NYPD officers) in connection with the summons referenced above?

Yes No

Verification & Release:

- By signing below, I agree that the U.S. District Court for the Southern District of New York has the authority to rule on my claim for payment as part of the Settlement Class, and that the Court shall maintain jurisdiction of this matter for the purposes of enforcing the settlement and Release as described below. **I also understand that the District Court may allow the City of New York to access additional information related to the C Summons referenced above, including, but not limited to, Police Department records.**
- In consideration for the payment of this sum, I release defendants City of New York and Raymond W. Kelly, and any present or former employees and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims or rights of action alleging a violation of my civil rights and any and all related state law claims arising out of the issuance of the C summons referenced in this form.¹
- I declare under penalty of perjury under the laws of the United States that the information on this form is true and correct to the best of my knowledge, belief and recollection.

Date: _____

Signature

Printed Name

¹ If my claim is denied by the Claims Administrator, this release will become null and void.

CLAIM FORM INSTRUCTIONS*Stinson, et al. v. The City of New York, et al.***Read Carefully Before You Complete the Attached Claim Form.**

1. To be eligible to file a claim in this case, you must be a member of the Settlement Class.
2. For purposes of payment pursuant to the settlement, the Settlement Class includes individuals who received a Criminal Court Summons ("C Summons") by an NYPD officer, from the start of the class period, May 25, 2007, through [Preliminary Approval Date] and whose summons was dismissed by the court for facial or legal insufficiency and lacked probable cause ("Eligible Summons"). You are excluded if, between the date you received the Eligible Summons and [Preliminary Approval Date], you entered into an individual release as part of a settlement agreement with the City that did not carve out an exception for this Civil Action. You are also excluded if you previously sued the City of New York and/or individual NYPD officers and recovered for your claims following motion practice or trial or if your claim was dismissed by the Court.
3. To be eligible to receive a settlement payment as described in the Notice of Class Action Settlement accompanying this Claim Form ("Eligible Claimant"), your completed Claim Form must be mailed to the Claims Administrator and postmarked by the claim filing deadline set by the Court, and set forth in the Notice and Claim Form, in order to be considered timely. For your Claim form to be considered complete, all questions must be answered and all applicable blanks filled in a manner legible to the Claims Administrator.
4. Each person who wishes to make a claim must submit his or her own Claim Form.
5. Each person who wishes to make a claim must submit a separate claim form for each Eligible Summons that they wish to be compensated for.
6. If a Class Member received more than one Eligible Summons at the same date and time, that Class Member may only recover a single time for the summons-incident, and may not recover for each Eligible Summons issued at the same date and time. However, a Class Member who received more than one Eligible Summons in separate incidents, at different dates and/or times may recover once for each Eligible Summons incident.
7. You must answer all questions and fill in all the blanks in Questions 1 through 13 on your Claim Form to participate in the claims process. Failure to complete any portion of your Claim Form will result in your claim being denied.
8. You must sign the Claim Form. By doing so, you are declaring under penalty of perjury that the information on the form is true and correct to the best of your knowledge, belief and recollection.
9. Your Claim Form must be completed in full and must be mailed and postmarked on or before [DATE] or your claim will be denied.
10. The City of New York will receive a copy of your Claim Form from the Claims Administrator and will be provided an opportunity to submit a written response if there is a reason to believe that you are not the individual who received the eligible C Summons referenced herein and/or that your Eligible Summons is excluded in the Settlement Class for any of the reasons set forth in paragraph 2 above.
11. Unless the City of New York submits a written objection as described in paragraph 12 above, you do not need to nor will you be allowed to submit anything other than the Claim Form. Submission of a Claim Form is sufficient to make a claim for the payment.
12. If you are found to be eligible for payment as part of the Settlement Class, and accept payment from the City, you may not appeal the payment amount.
13. If you want further information about the settlement or have questions about these instructions or about how to complete the Claim Form, please e-mail or call the Claims Administrator, at 1-877-552-1290. Do not call the Court, the Clerk of Court, the NYPD, the New York City Law Department, and/or any other City agency.
14. Filing this Claim Form does not automatically guarantee that you will receive payment as part of the Settlement of the Stinson Action. Your Claim Form will be subject to review and verification by the Claims Administrator.
15. It is your responsibility to keep the Claims Administrator advised of any change in your address. If you do not keep the Claims Administrator advised of your current address, any monetary award to which you may be found to be entitled to could be forfeited. Any change of address should be reported along with your complete name and signature, Social Security number, and former address.
16. All communications to the Claims Administrator should be sent to:

Stinson v City of New York
c/o Rust Consulting, Inc - 5489
PO Box 2574
Faribault, MN 55021-9574
17. You do not need to have an attorney to help you submit a Claim Form. However, you may contact the Claims Administrator at 1-877-552-1290 for any assistance or with any questions. In addition, if you wish to consult with your own attorney other than Class Counsel, you may do so at your own expense.

Case 1:10-cv-04228-RWS Document 319-6 Filed 01/23/17 Page 1 of 3

EXHIBIT

“F”

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X

SHARIF STINSON, et al.,

Plaintiffs,

-against-

AFFIRMATION

THE CITY OF NEW YORK, et al.,

Defendants.

10 Civ. 4228 (RWS)

-----X

John S. Martin hereby affirms under penalty of perjury:

1. In May 2015 I was contacted and asked if I would be willing to serve as a mediator with respect to this action. In accordance with my normal procedure I had telephone conferences with counsel and arranged for the submission of written mediation statements by both sides prior to an in person mediation conference which was held at the office of Quinn Emanuel on August 5, 2015. The efforts to settle the case that day were unsuccessful but it was agreed that I would continue to have contact with the parties with the hope that a future mediation session might be fruitful.

2. During the following year I had intermittent contact with counsel for the parties in which I received updates on the status of the litigation and attempted to determine when another mediation session might be helpful. Ultimately I was informed that the parties believed that another mediation session might be fruitful, and another mediation conference was held at Quinn Emanuel on August 4, 2016. While the parties settlement positions at the outset of the mediation session were far apart, after several hours of negotiations the parties appeared to be close to a settlement. However, any settlement had to be approved by the Corporation Counsel, the Police Commissioner and the Comptroller. After the mediation session I continued to have contact with the parties which involved negotiation of the maximum payment amount and

Case 1:10-cv-04228-RWS Document 319-6 Filed 01/23/17 Page 3 of 3

nonmonetary terms. Once the parties had reached agreement, with the Corporation Counsel's approval, on the maximum monetary payment amount (\$75 million), the parties and I met in person at Quinn Emanuel for another mediation conference on August 22, 2016. The primary focus of that session was to discuss the non-monetary terms of the settlement, and the parties were able to reach an agreement in principle on the framework of those non-monetary terms. The parties then discussed counsel fees. Plaintiffs' counsel refused to negotiate with respect to their fees until the amount of payment to the class was resolved and the general terms of non-monetary terms had been resolved in principle.

3. As the result of my involvement in this matter I can attest to the fact that the negotiations of this settlement were conducted at arms length, with counsel for all parties vigorously representing their clients' interest. In my opinion, it would not have been possible for the class representatives to obtain a more favorable settlement than that which is now embodied in the proposed settlement agreement before the Court. During the course of the settlement discussions I had extensive discussions individually with each of the parties concerning the litigation risks involved, and the settlement that they reached reflected their reasonable valuation of those risks.

4. In short, the settlement at this case was achieved by arms length bargaining by able counsel in which the plaintiff's counsel were unwilling to negotiate their own fees until the rights of the Plaintiffs were settled.

5. I would be happy to provide any additional information the court might require.



John S. Martin

Case 1:10-cv-04228-RWS Document 319-7 Filed 01/23/17 Page 1 of 6

EXHIBIT

“G”

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X

SHARIF STINSON, et al.,

Plaintiffs,

-against-

THE CITY OF NEW YORK, et al.,

Defendants.

**DECLARATION OF TIFFANEY
JANOWICZ CONCERNING
CLASS MEMBER
NOTIFICATION PROGRAM**

10 Civ. 4228 (RWS)

-----X

I, Tiffany Janowicz, hereby declare as follows:

1. I am a Senior Vice President of Rust Consulting, Inc. ("Rust"). I submit this declaration in connection with the above-captioned matter at the request of Counsel. I make this declaration based upon my own personal knowledge, the information generally available to me at Rust, information communicated to me by other Rust employees and, if called as a witness in this action, I would be able to competently testify as to the facts set forth herein. Attached as Exhibit A is my C.V., which outlines my experience and qualifications.

2. With nearly 30 years of class action settlement administration experience, Rust is among the industry's leaders. Rust has administered more than 5,200 class action settlements, judgments, and similar administrative programs, 2,000 of which were in the past five years alone. Rust employs a permanent staff of more than 200. A C.V. outlining Rust's services and experience is attached as Exhibit B.

3. Rust handles the claims administration process for class actions of all sizes and types, including consumer, antitrust, securities, insurance, healthcare, labor and employment,

property, finance, telecom, and products liability class actions. In the past, Rust has handled claims administration in, among many other matters, the \$1.1 billion settlement in *Microsoft I-V Cases*, J.C.C.P. No. 4106 (Cal. Super. Ct. San Francisco County); the \$65 million settlement in *In re Lawn Mower Engine Horsepower Marketing and Sales Practices Litig.*, No. 2:08-md-1999, MDL No. 1999 (E.D. Wis.); the \$316 million direct purchasers settlement in *In re TFT-LCD (Flat Panel) Antitrust Litigation*, MDL No. 1827 (N.D. Cal.); the \$166 million settlement in *In re Electronic Books Antitrust Litigation*, No. 11-md-2293 (S.D.N.Y.); and the \$125 million settlement in *In re Pharmaceutical Industry Average Wholesale Price Litigation (All Class Actions Relating to Track Two Defendants)*, No. 01-CV-12257-PBS, MDL No. 1456. Rust has considerable experience in providing class action notice and administration for all class types and sizes.

4. Rust has also handled claims administration in matters involving the City of New York including, but not limited to, the related class actions entitled *Brown v. Kelly, et al.*, 05 CV 5442 (SAS) and *Casale v. Kelly*, 08 CV 2173 (SAS).

5. In many cases, notice is provided to class members through a combination of direct mail and published notice like that proposed here. The short and long form notices were drafted by counsel and reviewed by me and my staff. It is my opinion that both notices were written and designed to satisfy the requirements of Federal Rule of Civil Procedure 23 and are adequate and typical of notices in class action cases like this.

6. Rust worked with all Counsel to develop the following plan to disseminate the short and long form notices of class action settlement to the potential members of the Class in this action:

- (a) sending the short form notice and claim form via first class mail to each potential Class member;
- (b) publishing a summary notice in *El Diario La Prensa – New York City*, *AM New York*, *Caribbean Life*, *New York Amsterdam News*, and *the New York Post*;
- (c) delivering notice via banner ads to New York City IP addresses;
- (d) building and maintaining a case-specific website; and
- (e) establishing and maintaining a toll-free helpline where a combination of interactive voice response and live telephone support would be available to assist potential members of the Class.

This Notice Program is intended to provide Class members with the best notice practicable under the circumstances.

7. Rust understands that the City will provide a complete listing of the Class members including names, last known addresses, and Summons date and time information. Rust will send one direct mail notice for each Summons Incident between May 25, 2007 and the date of entry of a Preliminary Approval Order. The Notice Plan has been designed such that it will reach the vast majority of Class members and satisfy Federal Rule of Civil Procedure 23 and due process. Rust will utilize this name and address information to send the short form notice and claim form via First Class mail to the last known address of each Class member. Prior to mailing, Rust will verify the accuracy of the address information by running it through the United States Postal Service National Change of Address and Coding Accuracy Support. For records with Summons Incident dates four or more years ago, Rust will use an address tracing service to identify address updates, if any. Further, after mailing, any notices that are returned as undeliverable will go through an address trace process in an attempt to locate an alternate address. If an alternate address is located then a new notice will be mailed to the alternate address via First Class mail.

8. Rust understands that the Class members in this case are individuals who were issued Criminal Court Summonses by the NYPD. Thus, in addition to sending the short form notice via direct mail, Rust will publish the short form notice in New York City newspapers as follows:

- A 9.81" x 5.42" Spanish language ad will appear for one week in *El Diario La Prensa* – New York City, with an estimated circulation of 50,000;
- A one-sixth page English language ad will appear for one week in the *New York Post*, with an estimated circulation of 497,878;
- A four column (6.157") x 7.62" English language ad will appear for one week in *AM New York* with an estimated circulation of 245,230;
- A three column (6.4385") x 7" English language ad will appear for one week in the *New York Amsterdam News* with an estimated circulation of 7,843; and
- A one-half page English language ad will appear for one week in *Caribbean Life* (NY) with an estimated circulation of 61,731;

and banner ads will be delivered on a rotating basis to New York City IP addresses on the following online networks:

- *Facebook.com* – free, global social networking website that helps people communicate with friends, family, and coworkers; and
- *Viant network* – network consisting of premium websites that cover topics such as news, entertainment, and sports.

9. Both the short and long form notices will contain the URL for a case-specific website that Rust will establish and maintain. This case-specific, neutral, informational, notice website will provide potential Class members access and links to the short and long form notices and other key documents from the case. The website will also contain important dates, answers to commonly asked questions concerning the case and contact information.

10. Both the short and long form notices will also contain a toll-free telephone number that Rust will establish and maintain (the "helpline"). The helpline will utilize interactive voice response and live operators to provide callers with pertinent information from the short and long form notice plus answers to commonly asked questions in English. The toll-free number would also be referenced on the case-specific website.

11. Rust will also receive and process all written correspondence and requests for exclusion from potential members of the Class. As part of this process, Rust will establish a P.O. Box to receive administrative mail, claim forms and requests for exclusion. This P.O. Box will also be used as the return address for all mail. All requests for exclusion received by Rust would be processed and reported to Counsel.

12. At the conclusion of the notification program outlined herein, Rust will prepare a declaration that summarizes the work Rust has performed and relevant statistics related to this notice process.

I declare that the foregoing is true and correct to the best of my knowledge.

Executed this 12th day of January, 2017.


Tiffany Janowicz

Office of
Mortgage Settlement
Oversight

First Take:

Progress Report from the Monitor of the National Mortgage Settlement

August 29, 2012

I am pleased to present my first report as Monitor under the national mortgage servicing settlement. This report is not required by the settlement; the first required reports will be submitted to the Federal District Court for the District of Columbia in the second quarter of 2013. Rather, this report is intended to inform the public about the nature of the settlement, the steps that have been taken to implement it and the results to date. To those ends, the report includes:

- A summary of the material terms of the consent judgments and related agreements that comprise the settlement.
- A review of actions taken to date to implement the settlement, including my retention of professional firms and the development of the work plans under which compliance activities will be conducted.
- Information about the relief that has been extended to consumers under the settlement from March 1, 2012 through June 30, 2012.
- An update on the implementation of the servicing standards set forth in the settlement.

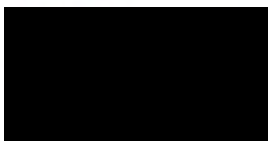
A timeline of future reports under the settlement is attached to this report as Appendix I.

The consumer relief activities discussed in this report represent gross dollars that have not been subject to calculation under the crediting formulas in the settlement agreement. Therefore, the \$10.56 billion in consumer relief reported here cannot be used to evaluate progress toward the \$20 billion obligation in the settlement. Furthermore, neither I nor the professionals working with me have audited or confirmed these figures.

In this report, I will use the personal pronoun to refer to actions taken or to be taken by me, in my capacity as Monitor, and by the professionals and firms working on my behalf. Use of the personal pronoun is intended to make the report more readable and to affirm my personal responsibility for its content. I would be remiss if I did not say at the outset of this report that the progress that has been made under the settlement could not have been achieved without the tireless and excellent work of a group of professionals who have been with me from the beginning and the firm chosen to be the primary professional firm.

It is my sincere hope that this report will inform the public and policymakers in a clear and accessible way about the settlement as they discuss the future of the home mortgage finance system.

Sincerely,

A black rectangular redaction box covering the signature of Joseph A. Smith.

Joseph A. Smith

Introduction

On April 5, 2012, the Settlement¹ went into effect when the United States District Court for the District of Columbia entered five separate consent judgments (the "Consent Judgments")² that settled claims of alleged improper mortgage servicing practices against five major mortgage servicing organizations. Those claims had been brought by a number of independent agencies.

The governments and government agencies participating in the Settlement (the "government parties") were:

- The U.S. Department of Housing and Urban Development
- The U.S. Department of Justice
- Attorneys general from 49 states and the District of Columbia
- Various state mortgage regulatory agencies
- Other releasing parties, including the Consumer Financial Protection Bureau and the U.S. Department of Treasury

These claims had been brought against five mortgage servicers as defendants (the "Servicers"):

- Bank of America, N.A. ("Bank of America")
- CitiMortgage, Inc. ("Citi")
- Ally Financial, Inc., Residential Capital LLC, and GMAC Mortgage, LLC ("Ally")
- J.P. Morgan Chase Bank, N.A. ("Chase")
- Wells Fargo & Company and Wells Fargo Bank, N.A. ("Wells")³

In the Settlement, the government parties released claims against the Servicers in exchange for the Servicers' agreement to:

- Make direct payments to governments of approximately \$5 billion.⁴
- Provide relief, including principal forgiveness, refinancing, and other forms of relief ("Consumer Relief") to distressed borrowers.⁵
- Change the servicing practices that they follow in their dealings with borrowers by the adoption of more than 300 servicing standards (the "Servicing Standards").⁶
- Implement various protections for military personnel.⁷

The Settlement also created the position of Monitor. Shortly after

reaching agreement on the terms of the Settlement, the parties appointed me to serve in that role.⁸ My appointment as Monitor was confirmed when the U.S. District Court for the District of Columbia entered the Consent Judgments on April 5, 2012.

As the Monitor, I am responsible for reviewing and certifying the discharge of the Servicers' Consumer Relief obligations and overseeing the implementation of the Servicing Standards.⁹ I do not have any authority or responsibilities that relate to the direct payments previously mentioned.

As Monitor, I am subject to oversight by a Monitoring Committee that comprises representatives of the U.S. Department of Housing and Urban Development, the U.S. Department of Justice, and representatives of 15 states.¹⁰ My office operates under a budget I prepare annually in consultation with the Monitoring Committee and Servicers and is paid for by the Servicers out of their corporate funds. My budget for the fiscal year beginning July 1, 2012 was so prepared and is in effect. At the end of this fiscal year, I will make publicly available a report with audited financial statements covering my work.

Under the Settlement, I am to carry out my responsibilities by negotiating and then implementing Work Plans that describe in detail the performance to be measured and the procedures by which such measurement will be undertaken. The Servicers and I have agreed upon these Work Plans and have submitted them to the Monitoring Committee for review. They will take effect if the Monitoring Committee does not object to them.¹¹ As we move forward through the Settlement process, the Servicers and I can jointly amend the Work Plans if the Monitoring Committee does not object.¹²

¹ As used in this report, the term "Settlement" will refer to the consent judgments described herein, including the Exhibits attached thereto, entered in the District Court for the District of Columbia effective April 5, 2012. Unless expressly stated to be otherwise, the Settlement terms referenced in this report apply to each of the Servicers.

² Docket No. 1:12-cv-00361-RMC

³ Appendix II lists the Parties

⁴ Exhibit B to the Consent Judgments

⁵ Exhibit D to the Consent Judgments

⁶ Exhibit A to the Consent Judgments

⁷ Exhibit H to the Consent Judgments

⁸ Enforcement Term C.1. of Exhibit E

⁹ Appendix III contains a summary of the duties of the Monitor under the Settlement.

¹⁰ Appendix IV lists the members of the Monitoring Committee.

¹¹ Enforcement Term C.13. of Exhibit E

¹² Enforcement Term C.14. of Exhibit E

Organizational Structure

To assist me in enforcing the Settlement, I am authorized to employ a primary professional firm ("PPF") agreed to by the Servicers.¹³ In selecting the PPF, my goal was to find a firm that not only had the organizational capacity and subject matter expertise to do the work well, but also was independent of all five Servicers. I conducted a thorough selection process during which I invited 46 firms to submit a proposal and reviewed 23 proposals. At the end of this process, I retained BDO Consulting, a division of BDO USA, LLP ("BDO"). BDO has substantial financial services industry experience, yet has no meaningful conflicts with any of the Servicers.

As the PPF, BDO is responsible for ensuring quality control and making sure that the review of the Servicers is done in a consistent way. For instance, BDO has already assisted me in negotiating the Work Plans and the definitions of the metrics that will be applied to all Servicers and in selecting Secondary Professional Firms ("SPFs"). BDO will also be responsible for reviewing and confirming the Consumer Relief that Servicers extend to borrowers under the terms of the Settlement.

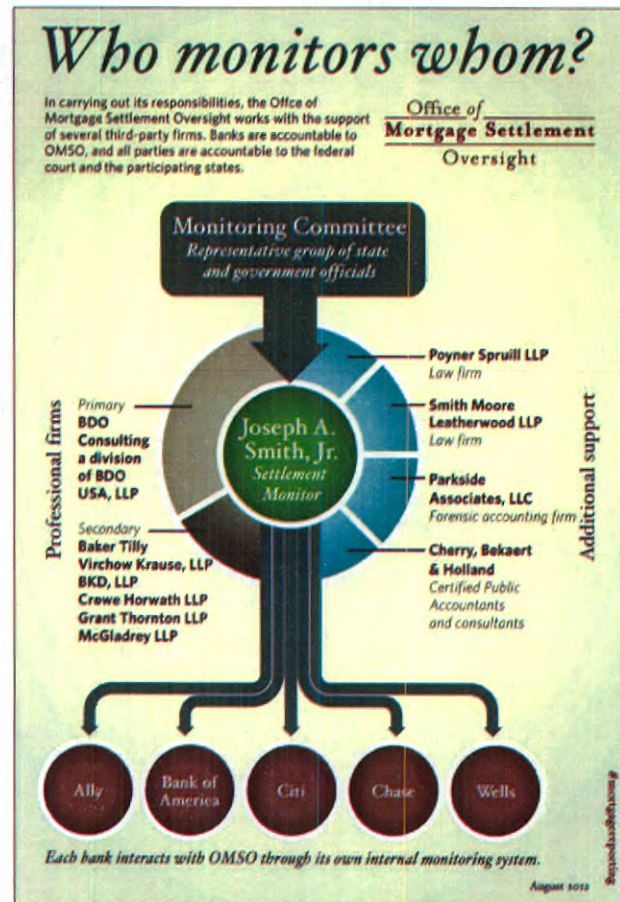
To assist in the review of Servicer performance, I have also retained five separate SPFs — one to be assigned to each Servicer. They are:

- Baker Tilly Virchow Krause, LLP — Assigned to Ally
- BKD, LLP — Assigned to Citi
- Crowe Horwath LLP — Assigned to Bank of America
- Grant Thornton LLP — Assigned to Chase
- McGladrey LLP — Assigned to Wells

Each Servicer agreed to the retention of the SPF assigned to it.

As required by the Settlement, I placed great emphasis on the independence of each SPF with respect to its assigned Servicer — making certain that it was free of any relationship to such Servicer that would undermine public confidence in its work. My office and its associated professional firms will also review the qualifications and resources of each Servicer's Internal Review Group ("IRG") to ensure it has the capacity and independence to do a credible job. The IRG is a group comprised of employees and/or independent contractors and consultants of the Servicer that is responsible for performing reviews of the Servicer's compliance with the Settlement and whose members are required to be separate and independent from the line of business being reviewed.

¹³ Enforcement Term C.2. of Exhibit E



As Monitor, assisted by the PPF and the relevant SPF, I will review the performance by each Servicer of its compliance with the Settlement each quarter. The SPFs will be responsible for reviewing the work and work papers of each Servicer's IRG to determine whether the Servicer is appropriately testing its compliance with the metrics established in the Settlement. BDO will be responsible for reviewing the work of each SPF.

In addition to the PPF and SPFs, the Settlement authorizes me to retain attorneys and other professionals to help me carry out my duties. Accordingly, I have engaged the law firms of Poyner Spruill LLP and Smith Moore Leatherwood LLP; the forensic accounting firm of Parkside Associates, LLC; the accounting firm Cherry, Bekaert & Holland; and the communications firm Capstrat. These firms worked with me to select the PPF and negotiate the Work Plans. As required by the Settlement, each firm is independent of the Servicers.

Though it was not required by the Settlement, I have sponsored the creation of the Office of Mortgage Settlement Oversight, Inc. ("OMSO"), a not-for-profit organization that will provide administrative support for my work. OMSO will enable me to carry out my duties transparently and independently with administrative oversight from an independent Board of Directors. OMSO's main function is assistance to the Monitor, including acceptance and payment of money and the maintenance of books and records.

Consumer Relief

Under the Settlement, the Servicers have agreed to provide specific dollar amounts of relief to distressed borrowers within a three-year period.¹⁴ This relief will take a variety of forms, including:

- First and second lien modifications
- Enhanced borrower transitional funds
- Facilitation of short sales
- Deficiency waivers
- Forbearance for unemployed borrowers
- Anti-blight activities
- Benefits for members of the armed services
- Refinancing programs

Within limits, the Servicers have flexibility to apply these different kinds of relief as they see fit to meet their overall obligations. The Settlement specifies that certain types of relief must make up a certain percentage of each Servicer's commitment. It also specifies that certain types of relief must not make up more than a certain percentage of each Servicer's commitment.

Under the Consumer Relief terms of the Settlement, the Servicers have two sets of reporting obligations. First, they are required to make quarterly reports to the states (with copies to me) of relief during that quarter in each state and in the nation as a whole. The first of these state reports is due no later than November 14, 2012, and, for each quarter thereafter, no later than the 45th day after the end of the calendar quarter.¹⁵

Second, the Servicers will provide me quarterly with information regarding Consumer Relief as part of their quarterly reports on performance under the Settlement ("Quarterly Reports"). The information will include each Servicer's progress toward meeting its payment obligations and general statistical data on each Servicer's overall servicing performance.

The kinds of Consumer Relief for which a Servicer can receive credit under the Settlement are set out in detail in the Consent Judgments.¹⁶ Credit ranges from "dollar for dollar" credit for principal forgiveness on loans both owned and serviced by a Servicer to "five cents on the dollar" for certain forbearance activities.

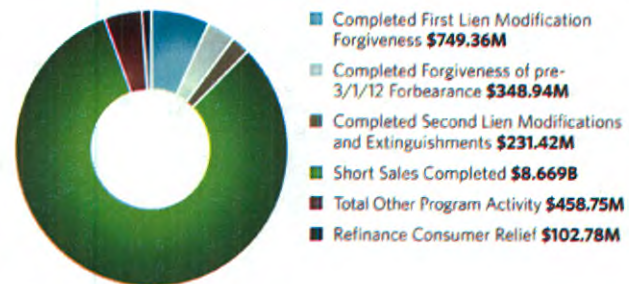
For each amount of relief it provides to borrowers on or after March 1, 2012, a Servicer will receive credit against the commitments it made when it agreed to the Settlement.¹⁷ To encourage the Servicers to make substantial progress in the first year of the Settlement, the Settlement gives them an additional 25 percent credit for any first or second lien principal reductions or credited refinancing activities that take place within the first 12 months

after March 1, 2012.¹⁸ If a Servicer's total commitment is not fully satisfied within three years, it will be required to pay a penalty of no less than 125 percent of its unmet commitment amount.¹⁹

The Servicers can choose to seek a review by me of their Consumer Relief activities whenever any of them believes it has satisfied any category of payment obligation for Consumer Relief. Upon such a request, I will perform a review to ensure that the Consumer Relief requirements have been satisfied, and if they have been satisfied, I will issue a certification of compliance.

In addition to the reports described above, the Servicers have voluntarily provided me with information on their granting of Consumer Relief from March 1, 2012 to June 30, 2012. Appendices IX and X to this report contain this information, which has not been confirmed by me or the professional firms working with me.²⁰

Total Consumer Relief \$10.561B



From March 1, 2012 to June 30, 2012, the Servicers report that they have performed the Consumer Relief activity listed below. These represent gross amounts that have not been scored under the crediting formulas in Exhibit D-1 and therefore cannot be used to estimate the extent of the Servicers' satisfaction of their \$20 billion Consumer Relief obligations under the Settlement.

- Overall, 137,846 borrowers received some type of consumer relief during this period totaling \$10.56 billion, which, on average, represents about \$76,615 per borrower.
- 7,093 borrowers successfully completed a first lien modification²¹ and received \$749.4 million in loan principal forgiveness, averaging approximately \$105,650 per borrower.
- An additional 5,500 borrowers received forgiveness of pre-March 1, 2012 forbearance²² of approximately \$348.9 million, representing an average of about \$63,445 in forgiveness per borrower.

¹⁸ Consumer Relief Requirement to.b. of Exhibit D

¹⁹ Consumer Relief Requirement to.d. of Exhibit D

²⁰ Because the Interim Reports are self-reported, I make no representation as to their accuracy. I will review/certify the Consumer Relief activity by the Servicers when the IRGs complete their Satisfaction Reviews.

²¹ Finalized first lien principal reduction permanent modifications (including converted trial modifications).

²² Forgiveness of deferred principal from pre-settlement permanent modification of first lien mortgages.

¹⁴ See Appendix V for the specific Consumer Relief Requirements of the Servicers.

¹⁵ See Appendix I to this report for a timeline of future reports.

¹⁶ See Exhibits D and D-1.

¹⁷ Consumer Relief Requirement to.a. of Exhibit D

- Second lien modifications²³ and extinguishments²⁴ were provided to 4,213 borrowers, representing approximately \$231.4 million in total relief. The average amount of relief for borrowers whose second liens were modified or extinguished was approximately \$54,930.
- Servicers refinanced²⁵ 22,073 home loans with a total value (unpaid principal balance) of \$4.9 billion. The estimated annual relief provided to borrowers is approximately \$102.8 million resulting from an average annual interest rate reduction of about 2.1 percent. On average, the estimated annual interest savings to each borrower will be approximately \$4,655, or \$388 monthly.
- In addition, 74,614 borrowers had either a short sale²⁶ completed during this period, in which the Servicer agreed to a sale of a home for an amount less than the principal balance on the mortgage, or the lender agreed to accept a deed in lieu of foreclosure,²⁷ waiving any unpaid principal balance in either case. The total amount of this type of relief approximated \$8.67 billion, averaging about \$116,200 per borrower.
- Through the various other consumer relief programs pursuant to the Consent Judgments,²⁸ the Servicers provided \$458.8 million in relief to 24,353 borrowers. The average amount of relief of these other programs was \$18,840 per borrower.

During the same period, first lien modification trials were offered and approved²⁹ to 32,104 borrowers (totaling \$3.9 billion of potential relief), and 28,047 borrowers were in an active trial modification plan or made a first payment in a trial modification during this period (totaling \$3 billion of potential relief). The impact on Consumer Relief related to these activities will be reflected in future periods.

²³ Finalized second lien principal reduction permanent modifications.

²⁴ Finalized second lien mortgage extinguishments (forgiveness of the entire balance and release of lien).

²⁵ Eligible loans refinanced with reduced rates.

²⁶ The forgiveness of first or second lien mortgage remaining balances to facilitate short sale transactions.

²⁷ Forgiveness of first or second lien mortgage remaining balances to facilitate transactions in which borrower deeds the residence to Servicer/investor in lieu of foreclosure.

²⁸ Other consumer relief programs include: (a) Enhanced Borrower Transitional Funds Paid by Servicer (transitional funds in an amount greater than \$1,500 provided to homeowners to facilitate completion of short sales or deeds in lieu of foreclosure), (b) Servicer Payments to Unrelated 2nd Lien Holder for Release of 2nd Lien (payments to unrelated second lien holders for release of second lien mortgages in connection with short sale or deeds-in-lieu transactions), (c) Forbearance for Unemployed Borrowers (forgiveness of payment arrearages on behalf of unemployed borrowers or traditional forbearance programs for unemployed borrowers to keep them in their homes until they can resume payments), (d) Deficiency Waivers (waiver of valid claims on borrower deficiency balances on first or second lien mortgages), (e) Forgiveness of Principal Associated with a Property When No Foreclosure (forgiveness of principal associated with a property in connection with a decision not to pursue foreclosure), (f) Cash Costs Paid by Servicer for Demolition of Property (payments to demolish properties to prevent blight), and (g) REO Properties Donated (properties owned by Servicers/investors that are donated to municipalities, nonprofits, disabled servicemembers, or families of deceased servicemembers).

²⁹ All first lien mortgages where firm modification offers were made to the borrower.

Servicing Standards

The Settlement establishes a series of approved practices (“Servicing Standards”) that apply to loans secured by owner-occupied primary residences.³⁰ These Servicing Standards are intended to redress the practices in mortgage servicing that led to the claims that resulted in the Settlement. It is important to note that the Servicing Standards apply to all loans serviced by the Servicers.

The Settlement contains 304 actionable Servicing Standards. Each Servicer has agreed to a timeline by which it will phase in the implementation of these Servicing Standards. That timeline sets milestones at 60 days, 90 days, and 180 days from the entry of the Consent Judgments. Those periods end on the following dates: June 4, 2012, July 5, 2012, and October 2, 2012.

By July 5, each of the Servicers had implemented between 35 and 72 percent of the Servicing Standards. Four of the five Servicers had implemented more than half of the standards. There were 56 Servicing Standards that all five Servicers indicated they had implemented³¹ and put into operation.³² According to information the Servicers have provided to me, the following Servicing Standards are among those in place as of the date of this report:

Integrity of Documents — Servicers state the following about documents (affidavits, sworn statements, and Declarations) filed in bankruptcy and foreclosure proceedings. Such documents:

- are based on the affiant’s personal knowledge;³³
- fully comply with all applicable state law requirements;³⁴
- are complete with required information at time of execution;³⁵
- are signed by hand of affiant (except for permitted electronic filings)³⁶ and dated;³⁷ and
- shall not contain false or unsubstantiated information.³⁸

³⁰ Exhibit A

³¹ See Appendix VI for Servicing Standards Implemented by All Five Servicers.

³² Because the implementation schedules are self-reported, I make no representation as to their accuracy. I will describe my findings related to the Servicers’ compliance with the Servicing Standards and their associated Metrics when I issue my formal Monitor Reports.

³³ Servicing Standard I.A.2

³⁴ Servicing Standard I.A.7

³⁵ Servicing Standard I.A.12

³⁶ Servicing Standard I.A.11

³⁷ Servicing Standard I.A.13

³⁸ Servicing Standard I.A.8

Single Point of Contact — Servicers report that an easily accessible and reliable Single Point of Contact (“SPOC”) is established for each potentially eligible borrower³⁹ (those at least 30 days delinquent or at imminent risk of default due to financial situation).⁴⁰ The SPOC:

- contacts borrower and explains programs and their requirements for which the borrower is eligible;⁴¹
- obtains information throughout the loss mitigation, loan modification, and foreclosure processes;⁴²
- coordinates receipt of documents associated with loan modification or loss mitigation;⁴³
- notifies borrower of missing documents and provides an address or electronic means for document submission;⁴⁴
- is knowledgeable and provides information about the borrower’s status;⁴⁵
- helps the borrower to clear any internal processing requirements;⁴⁶ and
- communicates in writing Servicer’s decision regarding loan modification application and other loss mitigation activity.⁴⁷

Customer Service — Servicers state that various other customer service standards are in place. Servicers:

- are communicating with borrowers’ authorized representatives upon written request;⁴⁸
- are communicating with representatives from state attorneys general and financial regulatory agencies who act upon a written complaint filed by borrower, including copying the applicable state attorney general on all correspondence with the borrower regarding the complaint;⁴⁹
- have adequate staffing and systems to track borrower documentation and information and are making periodic assessments to ensure adequacy;⁵⁰
- have established reasonable minimum experience, educational and training requirements for loss mitigation staff;⁵¹
- ensure that employees who are regularly engaged in servicing mortgage loans as to which the borrower is in bankruptcy receive training specifically addressing bankruptcy issues;⁵²
- have no compensation arrangements that encourage foreclosure over loss mitigation alternatives;⁵³

- are participating in the development and implementation of a nationwide loan portal to enhance communications with housing counselors;⁵⁴ and
- are not discouraging borrowers from working or communicating with legitimate non-profit housing counseling services.⁵⁵

Loss Mitigation — Servicers report that they:

- have designed proprietary first lien loan modification programs to provide affordable payments for borrowers needing longer term or permanent assistance;⁵⁶
- are not levying application or processing fees for first and second lien modification applications;⁵⁷ and
- are performing an independent evaluation of initial denial of an eligible borrower’s complete application for a first lien loan modification.⁵⁸

Servicemember Protection — Servicers state that they:

- are complying with the Servicemembers Civil Relief Act (“SCRA”) and any applicable state law offering protections for service members;⁵⁹ and
- have engaged independent consultants to review all foreclosures in which an SCRA-eligible service member is known to have been a mortgagor and to sample to determine whether foreclosures were in compliance with SCRA.⁶⁰

Anti-Blight — Servicers report that they have developed and implemented policies to ensure that REOs (real estate owned by the Servicer) do not become blighted.⁶¹

Tenant Rights — Servicers state that they are complying with all applicable state and federal laws governing the rights of tenants living in foreclosed residential properties⁶² and that they have developed and implemented policies and procedures to ensure such compliance.⁶³

Any borrowers, as well as the counselors, attorneys, or other professionals who assist them, who have experiences with their Servicers that appear to violate these new standards should share that information with OMSO through its website.⁶⁴

³⁹ Servicing Standard IV.C.1

⁴⁰ Consumer Relief Requirement 1.c. of Exhibit D

⁴¹ Servicing Standards IV.C.4.a., IV.C.4.b. and IV.C.4.c

⁴² Servicing Standard IV.C.1

⁴³ Servicing Standard IV.C.3.b

⁴⁴ Servicing Standard IV.C.4.f

⁴⁵ Servicing Standards IV.C.3.c. and IV.C.4.c

⁴⁶ Servicing Standard IV.C.4.k

⁴⁷ Servicing Standard IV.C.4.g

⁴⁸ Servicing Standard IV.D.3

⁴⁹ Servicing Standard IV.D.3

⁵⁰ Servicing Standard IV.H.1

⁵¹ Servicing Standard IV.H.3

⁵² Servicing Standard III.A.2

⁵³ Servicing Standard IV. H.5

⁵⁴ Servicing Standard IV.E.3

⁵⁵ Servicing Standard IV.H.9

⁵⁶ Servicing Standard IV.I.2

⁵⁷ Servicing Standards IV.I.4. and IV.J.3

⁵⁸ Servicing Standard IV.G.1

⁵⁹ Servicing Standard V.A

⁶⁰ Servicing Standard V.A

⁶¹ Servicing Standard VIII.A.1

⁶² Servicing Standard VIII.B.1

⁶³ Servicing Standard VIII.B.2

⁶⁴ For borrowers: <https://www.mortgageoversight.com/where-can-i-find-help/>.
For professionals: <https://www.mortgageoversight.com/report-client-issues/>

Metrics

In assessing how well the Servicers are adhering to the Servicing Standards, the Settlement directs me to use a series of defined metrics.⁶⁵

There are 29 metrics⁶⁶ that relate to the following areas, among others:

- Foreclosure sale in error
- Incorrect modification denial
- Integrity of sworn documents
- Accuracy of account information pre-foreclosure
- 14 day pre-foreclosure notification letter
- Accuracy and timeliness of payment application
- Appropriateness of fees
- Third party vendor management
- Implementation of customer portal
- Implementation of a single point of contact
- Training and staffing adequacy
- Compliance with timelines in loss mitigation review
- Violations of dual tracking provisions
- Timeliness of force-placed insurance notices and termination

The metrics contained in the Settlement do not relate back to each and every one of the 304 Servicing Standards.⁶⁷ Accordingly, there are some Servicing Standards that are not associated with a particular metric. Whether a particular standard has a metric associated with it or not, the Servicers are required to comply. Under the Settlement, I may add metrics to cover standards that do not otherwise map to metrics and may measure compliance with such standards through the new metrics.

The Settlement authorizes me to create up to three new metrics at my own discretion. I am also authorized to create as many new metrics as may be necessary for measuring Servicer compliance if I perceive a pattern of noncompliance with the Servicing Standards that is reasonably likely to cause harm to consumers.⁶⁸ For this reason, it is worth repeating how important it is for consumers and their advocates to share their experiences with me through the OMSO website.⁶⁹

Each Servicer has a schedule for implementing the Servicing Standards that, in turn, affects the schedule by which the Servicer's performance may be measured through an associated metric. Under the Settlement, whenever a Servicer implements the standards that map to a metric, it will be evaluated against that corresponding metric during the next full quarter.

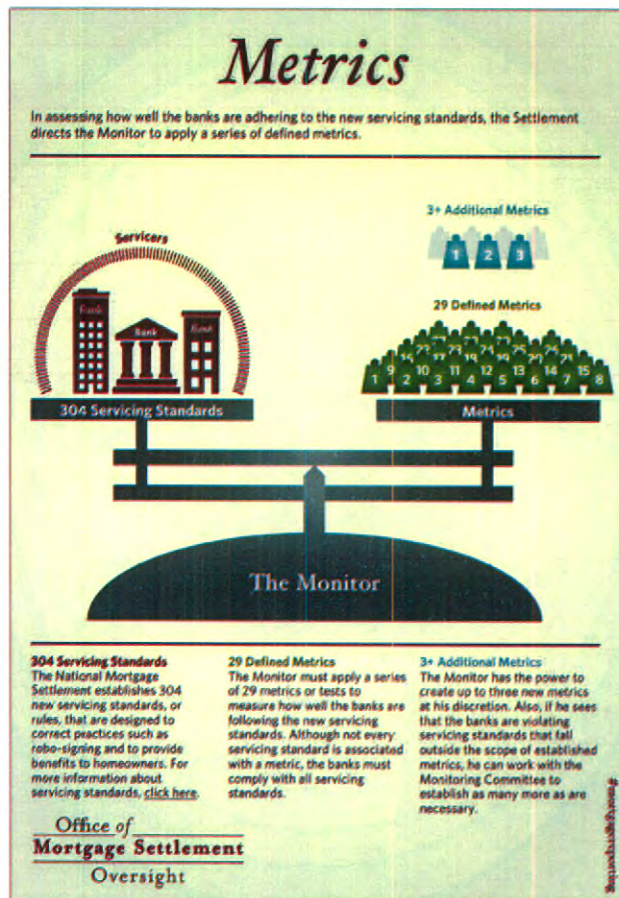
⁶⁵ Enforcement Term C.11. of Exhibit E

⁶⁶ Exhibit E-1 of Consent Judgments

⁶⁷ See Appendix VII for Map of Servicing Standards to Metrics.

⁶⁸ Enforcement Term C.23 of Exhibit E.

⁶⁹ For consumers: <https://www.mortgageoversight.com/where-can-i-find-help/>.
For advocates: <https://www.mortgageoversight.com/report-client-issues>.



Beginning in the first quarter of 2013, I will evaluate the performance of each Servicer against all 29 metrics.⁷⁰ My first official report will be based on the performance of the Servicers in the third and fourth quarters of 2012. The Servicers collectively will be evaluated under nine metrics in the third quarter. The performance of three Servicers will be measured against seven metrics; one Servicer against eight metrics, and another against nine. In the fourth quarter of 2012, an additional 11 metrics will be used to assess the performance of the Servicers, with between 11 and 20 metrics being measured depending on the Servicer.

⁷⁰ See Appendix VIII for Metrics Implementation Schedule.

From the Market Place

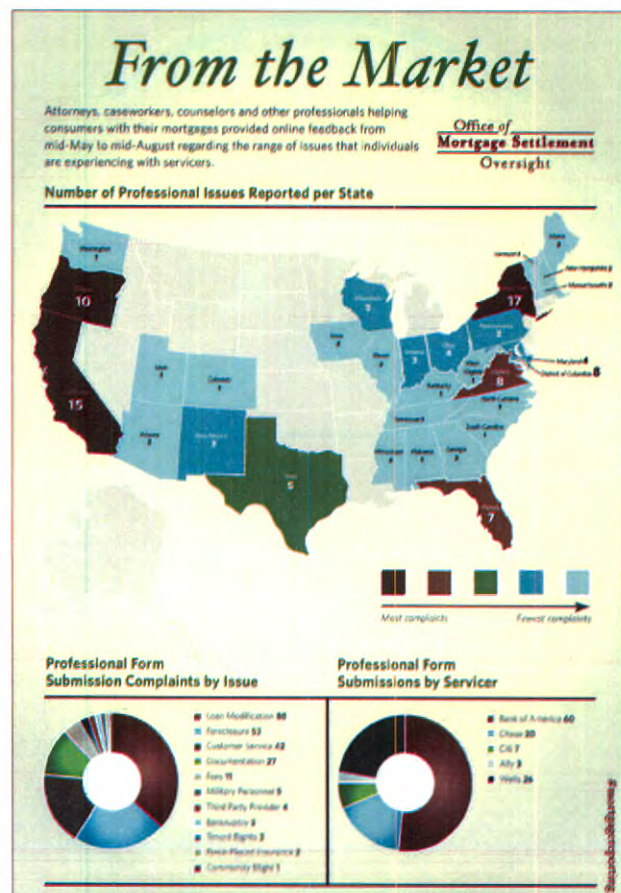
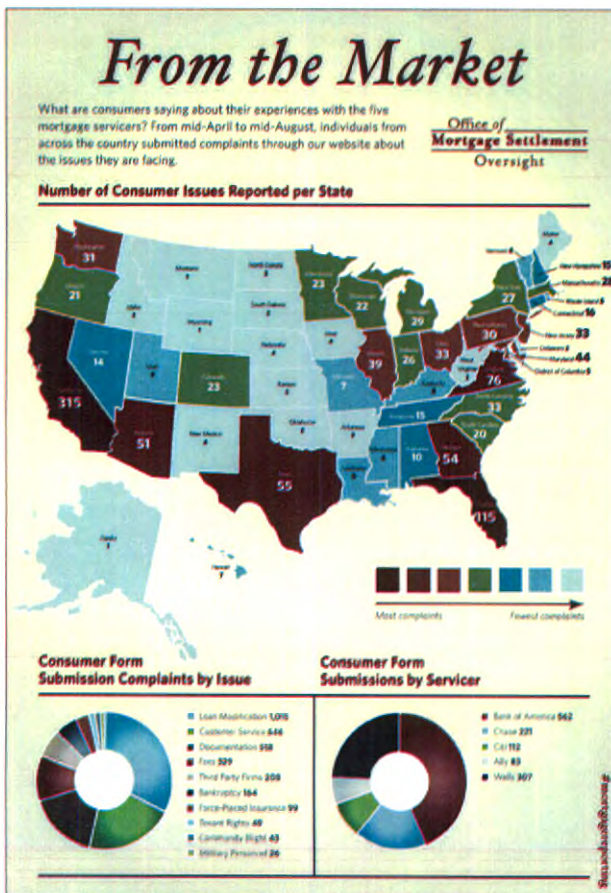
It is my intention to use information from borrowers and the professionals who represent them to supplement the work that I am doing. To that end, I have developed a website at www.mortgageoversight.com to inform the public about the Settlement and my role in it. To date, the site has received over 20,000 visitors and close to 80,000 page views since its launch in April 2012. The website not only disseminates information, but also collects it. Through easy-to-use online forms, consumers and their advocates can share their real-world servicing experiences with me.

Since the May 2012 addition of the online forms to the website, I have received almost 1,300 distinct submissions from consumers in 49 states and the District of Columbia whose loans are serviced by one or more of the Servicers, many with explanatory narrative

that adds a richness and depth to the statistical data gathered. Of these reports, almost three-fourths identify consumer problems with the loan modification process, customer service (including Single Points of Contact), and foreclosure documentation.

Through a separate "portal" on the website, we have also received 118 submissions from professionals representing or assisting homeowners, such as legal aid attorneys and attorneys in private practice, bankruptcy attorneys and trustees, housing and credit counselors, non-profit advocates, realtors, Attorneys General offices, and state banking regulatory agencies. These submissions typically include statistical data regarding potential violations of the Servicing Standards, as well as related explanatory narrative, and, like the consumer reporting, add a significant level of detail and critical insight about ongoing consumer experiences with the Servicers.

Both the consumer and professional reporting will be regularly reviewed, maintained in a database, and evaluated on an ongoing basis for trends that may illuminate where there may be gaps in the metrics or potential shortcomings in the performance of the Servicers under the terms of the Settlement. This reporting will be a key window my office will use through which to view performance of the Servicers and by extension the success of the Settlement.



Appendices

Appendix I: Timeline of Future Settlement Reports

Timelines

The following infographic shows the historical dates beginning with the announcement of the National Mortgage Settlement and leading up to the release of the Monitor's first report. It also spells out deadlines over the next three years when banks must provide relief to distressed homeowners and adopt better mortgage-related practices, or servicing standards.

Office of
Mortgage Settlement
Oversight

Make Up of the Organization

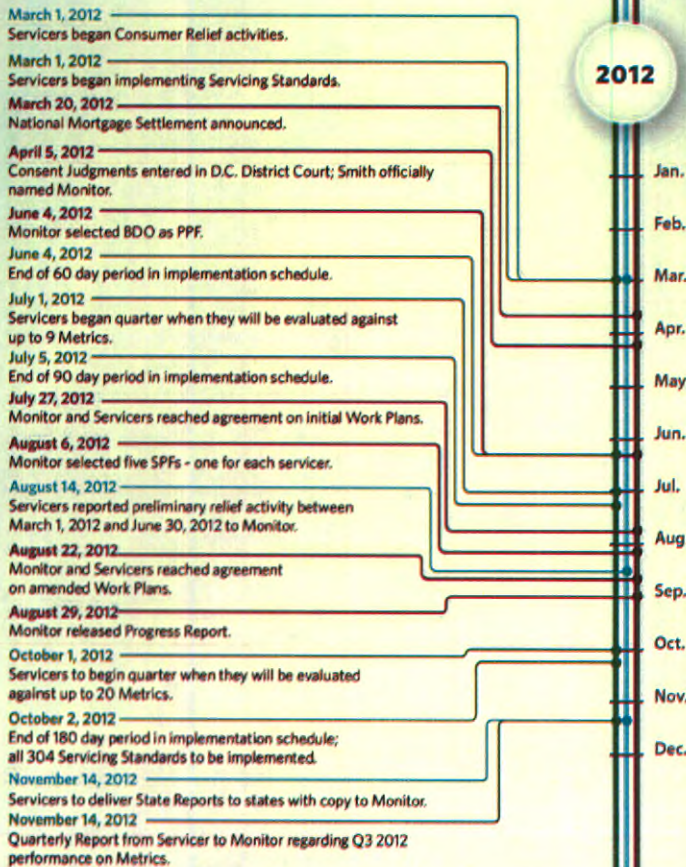
The National Mortgage Settlement kicked off several milestones from the appointment of the Monitor to the release of his first report.

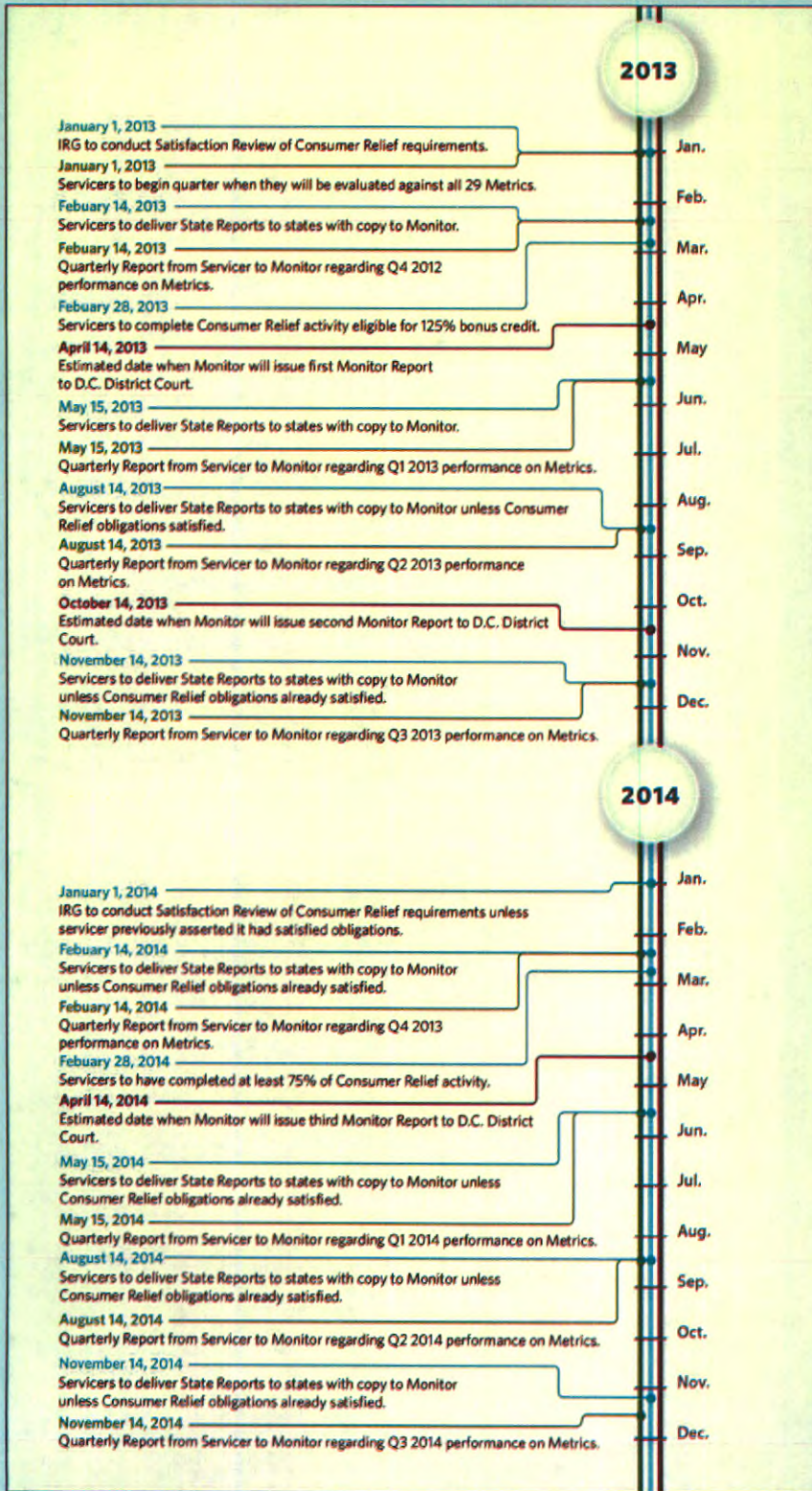
Consumer Relief

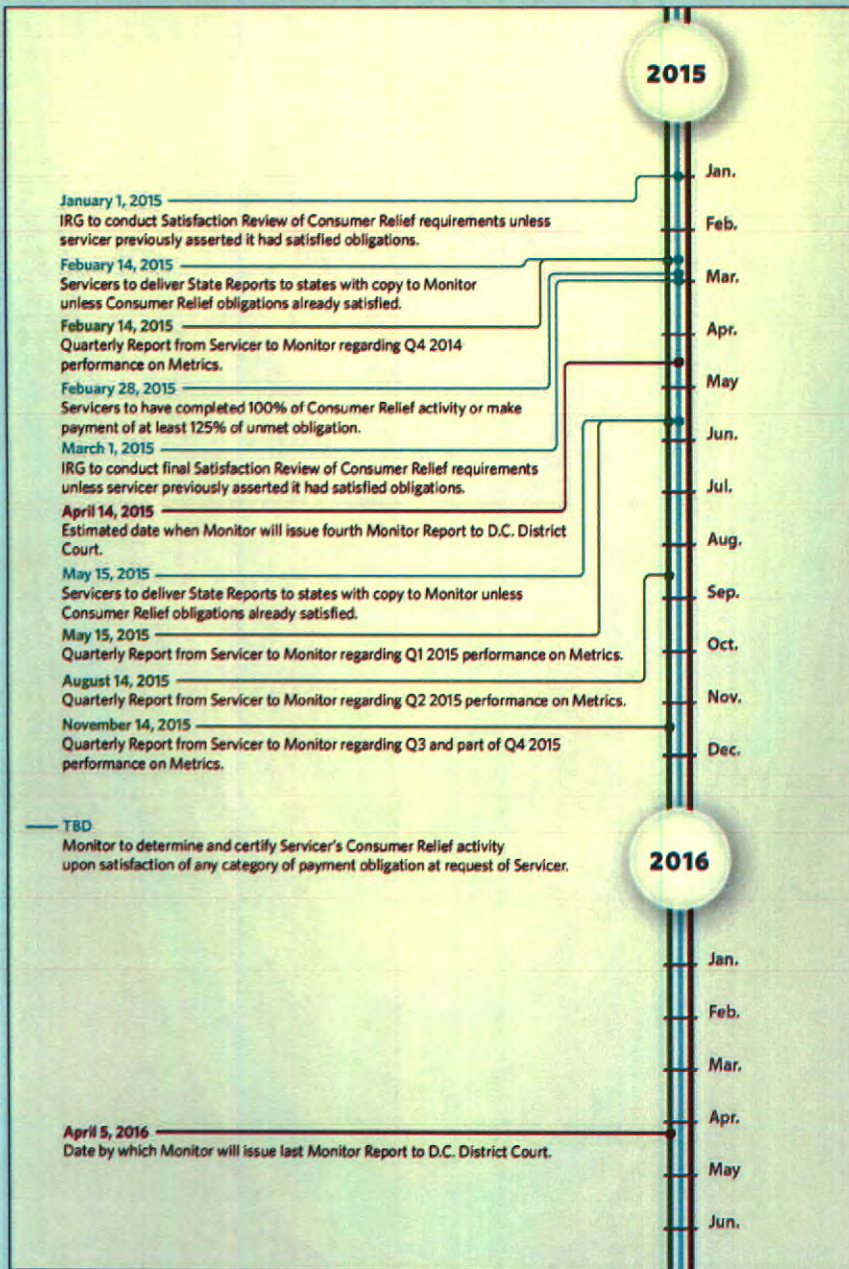
The banks must provide at least \$20 billion to provide struggling homeowners with relief. They must periodically report their activities, including meeting certain thresholds, by specific dates over the next three years. The Monitor must also provide reports to the D.C. District Court regarding bank compliance.

Servicing Standards

The banks must comply with more than 300 servicing standards by October 2, 2012 and then provide quarterly reports to the Monitor regarding how well those standards are working over the next three years. The Monitor will also provide reports to the D.C. District Court regarding bank compliance.







Appendix II: List of CONSENT JUDGMENT PARTIES

Servicers

Ally Financial, Inc., GMAC Mortgage, LLC, Residential Capital, LLC

Bank of America Corporation, Bank of America, N.A., BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP,

Countrywide Home Loans, Inc., Countrywide Financial Corporation, Countrywide Mortgage Ventures, LLC and Countrywide Bank, FSB

Citigroup Inc., Citibank, N.A. and CitiMortgage, Inc.

J.P. Morgan Chase & Company and J.P. Morgan Chase Bank, N.A.

Wells Fargo & Company and Wells Fargo Bank, N.A.

Government Parties

United States of America	Mississippi Dept. of Banking & Consumer Finance
United States Department of Treasury	State of Missouri
United States Department of Housing and Urban Development	Missouri Division of Finance
Federal Trade Commission	State of Montana
Consumer Financial Protection Bureau	Montana Division of Banking and Financial Institutions
State of Alabama	State of Nebraska
Alabama State Banking Dept.	Nebraska Dept. of Banking and Finance
State of Alaska	State of Nevada
Alaska Division of Banking and Securities	Nevada Division of Mortgage Lending
State of Arizona	State of New Hampshire
Arizona Dept. of Financial Institutions	New Hampshire Banking Commissioner
State of Arkansas	State of New Jersey
Arkansas Securities Dept.	New Jersey Dept. of Banking & Insurance
State of California	State of New Mexico
California Dept. of Corporations	New Mexico Financial Institutions Division
State of Colorado	State of New York
State of Connecticut	Attorney General of North Carolina
Connecticut Dept. of Banking	North Carolina Commissioner of Banks
State of Delaware	State of North Dakota
Office of the Delaware State Bank Commissioner	North Dakota Dept. of Financial Institutions
District of Columbia	Ohio Attorney General
District of Columbia Dept. of Insurance, Securities and Banking	Ohio Dept. of Commerce, Division of Financial Institutions
State of Florida	State of Oregon
Florida Office of Financial Regulation	Oregon Dept. of Consumer and Business Services
State of Georgia	Commonwealth of Pennsylvania
Georgia Dept. of Banking and Finance	Commonwealth of Pennsylvania Dept. of Banking
State of Hawaii	Rhode Island Dept. of Attorney General
State of Hawaii Commissioner of Financial Institutions	Rhode Island Dept. of Business Regulation
State of Idaho	State of South Carolina
Idaho Dept. of Finance	South Carolina Dept. of Consumer Affairs and South Carolina Board of Financial Institutions
State of Illinois	State of South Dakota
Illinois Dept. of Finance and Professional Regulation	South Dakota Division of Banking
State of Indiana	State of Tennessee
Indiana Dept. of Financial Institutions	Tennessee Dept. of Financial Institutions
State of Iowa	State of Texas
Iowa Division of Banking	Texas Office of Consumer Credit Commissioner
Kansas Office of the State Bank Commissioner	Texas Dept. of Savings and Mortgage Lending
State of Kansas	State of Utah
Office of the Attorney General for Kentucky	Utah Dept. of Financial Institutions
Kentucky Dept. of Financial Institutions	State of Vermont
State of Louisiana	Vermont Dept. of Banking, Insurance, Securities and Health Care Administration
Louisiana Office of Financial Institutions	Commonwealth of Virginia
State of Maine	Virginia Bureau of Financial Institutions
Maine Bureaus of Consumer Credit Protection and Financial Institutions	State of Washington
State of Maryland	Washington State Dept. of Financial Institutions
Office of the Maryland Commissioner of Financial Regulation	State of West Virginia
Commonwealth of Massachusetts	West Virginia Division of Banking
Massachusetts Division of Banks	State of Wisconsin
State of Michigan	Wisconsin Dept. of Financial Institutions
Michigan Office of Financial and Insurance Regulation	State of Wyoming
State of Minnesota	Wyoming Division of Banking
Minnesota Dept. of Commerce	
State of Mississippi	

Appendix III: THE MONITOR'S RIGHTS, DUTIES AND RESPONSIBILITIES UNDER EXHIBIT E, ENFORCEMENT TERMS

The following is a summary of the Monitor's rights, duties, and responsibilities as set out in Enforcement Terms of the Consent Judgment and a list of those rights, duties, and responsibilities. Sections in this summary correspond to sections in the Enforcement Terms. The Enforcement Terms are Exhibit E in the Consent Judgments.

Summary of Rights/Duties/Responsibilities in Exhibit E

The Monitor is required to determine whether each Servicer is in compliance with the Servicing Standards and the Mandatory Relief Requirements and whether Servicer has satisfied the Consumer Relief Requirements. The Monitor also is required, when requested by a Servicer, to review and certify whether such Servicer's payment obligations under the Consent Judgment have been satisfied.

The manner and methodologies for determining a Servicer's compliance/satisfaction with the Servicing Standards, Mandatory Relief Requirements, and Consumer Relief Requirements will be set out in a Work Plan developed by the Monitor with each Servicer. Each Servicer's Internal Review Group (IRG) will assess Servicer's compliance/satisfaction through methodologies set out in the Work Plan. The Monitor will be required to assess, on an ongoing basis, the IRG's independence, qualifications, and performance.

With respect to each Servicer's compliance/satisfaction with the Servicing Standards, Mandatory Relief Requirements, and Consumer Relief Requirements, IRG will report the results of its assessments to the Monitor quarterly, which, with respect to the Servicing Standards, will generally be through reports on Metrics and associated Threshold Error Rates. The Monitor will review IRG's reports and will have access to IRG's work papers and each Servicer's employees/agents to conduct the Monitor's review. The Monitor will also have access to each Servicer's Executive Office complaints and other information on borrowers' complaints that are tracked by each Servicer, and the Monitor will have access to additional information from each Servicer, if the Monitor reasonably deems such information necessary to fulfill the Monitor's obligations under any Work Plan applicable to a Servicer, as set out in the Consent Judgments.

The Monitor will report his conclusions relative to his monitoring of each Servicer to the District Court for the District of Columbia (Court), with copies to each Servicer and the Monitoring Committee. If the Monitor determines that an IRG cannot be relied upon, the Monitor may require that the Professionals perform work on the Metrics and that supplemental work be performed where necessary. If the Monitor becomes aware of significant patterns and practices of noncompliance, the Monitor may engage Servicer relative to noncompliance through discussions, additional Metrics and Corrective Action Plans.

The Monitor may petition the Court to resolve disputes between the Monitor and any Servicer.

The Monitor is not required to receive and disburse any funds to any of the parties to the Consent Judgment or any borrowers, other than disbursement to the state and federal parties to the Consent Judgment of any penalties that Servicer may be required to pay under the Consent Judgment for noncompliance.

Rights/Duties/Responsibilities - Exhibit E		Section
1.	Implementation Timeline. Monitor and Servicer are required to agree on a timeline for implementation of Servicing Standards and Mandatory Relief Requirements (i) through (iv) in Section C.12. Implementation 60/90/180 days.	Section A
2.	Engagement of Professional. Monitor may employ one or more accounting firms or other firms to support Monitor, and Monitor may engage one or more attorneys and other professionals.	Section C.2
3.	Compliance Monitoring. Monitor to determine whether Servicer is in compliance with (i) Servicing Standards and (ii) Mandatory Relief Requirements (Section C.12) and whether Servicer has satisfied Consumer Relief Requirements.	Section C.5
4.	Review of IRG. Monitor required to review Internal Review Group's qualifications and performance, and Servicer must remediate Monitor's reasonable concerns.	Section C.10
5.	Add Metrics. Monitor may add up to 3 additional Metrics and associated Threshold Error Rates.	Section C.12
6.	Work Plan. Monitor and Servicer are required to reach an agreement on Work Plan, which, among other matters, will set out methodology and procedures Monitor will use to review the work of the Internal Review Group.	Section C.13
7.	Executive Office Complaints. Servicer will provide to Monitor regularly prepared business reports analyzing Executive Office servicing complaints, and Monitor will review. Servicer will provide Monitor access to all Executive Office servicing complaints. If Servicer tracks additional servicing complaints, Servicer will provide Monitor quarterly information on 3 most common received outside of Executive Office complaints.	Section C.16
8.	Access to Work Papers. Monitor will have access to all work papers prepared by IRG in determining compliance with Metrics or satisfaction of Consumer Relief Requirements.	Section C.18
9.	Patterns and Practices of Noncompliance. If Monitor becomes aware of facts that lead to a reasonable conclusion that Servicer is engaged in a significant pattern or practice of noncompliance, then Monitor will engage Servicer in a review to determine if facts are accurate.	Section C.19
10.	Right to Additional Information. When Monitor deems it reasonably necessary in fulfilling responsibilities under Work Plan, Monitor may request information from Servicer in addition to that provided in Sections C. 16-19.	Section C.20
11.	Interview Employees/Agents. Monitor may interview Servicer's employees and agents where reasonably necessary in fulfilling responsibilities under Work Plan.	Section C.21
12.	Performing Work of IRG. If Monitor reasonably determines that work of Internal Review Group cannot be relied upon, Monitor may direct that work on Metrics be performed by Professionals and that supplemental work be performed if necessary.	Section C.22
13.	Pattern/Practice - Review/Additional Metric. If a significant pattern or practice of noncompliance occurs, then Monitor will engage Servicer in a review to determine if facts are accurate. If after review, Monitor reasonably concludes that such a pattern exists, Monitor may propose an additional Metric.	Section C.23
14.	Petition Court to Add Metric for Pattern/Practice. If Monitor proposes an additional Metric and Servicer does not timely agree with Monitor and Monitoring Committee to its addition to the Schedule, along with an appropriate Threshold Error Rate, Monitor may petition the Court for such addition.	Section C.24
15.	Receipt of Quarterly Reports and State Reports. Monitor is to receive Quarterly Reports from Servicer and is to receive copies of State Reports.	Section D.1 and Section D.2
16.	Monitor Reports - Compliance Reviews. Monitor must report on Servicer's compliance with Consent Judgment as evidenced by the Compliance Reviews (see Section C.7 for definition). First 3 cover 2 Quarterly Reports. If no Potential Violations exist, each successive Monitor Report covers 4 Quarterly Reports. If Quarterly Report shows Potential Violation, Monitor may report after each of next 2 Quarterly Reports, but would be limited to report on Potential Violation.	Section D.3
17.	Monitor Reports - Satisfaction Reviews. In addition to the Monitor Reports described in paragraph 16 above, Monitor will report on Servicer's satisfaction of the Consumer Relief Requirements. These reports will follow each Satisfaction Review (see Section C.7 for definition).	Section D.5

- | | | |
|-----|--|-------------|
| 18. | Certification of Satisfaction of Payment Obligation. Monitor will, when requested by Servicer, review and certify whether a Servicer's payment obligation has been satisfied. | Section D.6 |
| 19. | Budget. Monitor is required to submit to Servicer and Monitoring Committee annual budgets. | Section D.7 |
| 20. | Cure of Potential Violation. Monitor will determine whether a Potential Violation has been cured by (i) confirmation that a Corrective Action Plan has been satisfactorily completed and (ii) confirmation of the accuracy of a Quarterly Report reflecting that a Threshold Error Rate for Potential Violation has not been exceeded. | Section E.3 |
| 21. | Widespread Potential Violation. If Monitor concludes that a Potential Violation is widespread based on the degree to which Threshold Error Rate exceeds Metric, then Servicer will, under supervision of Monitor, identify other Borrowers affected and remediate. | Section E.5 |
| 22. | Disclosure of Confidential Information. Monitor may provide to Monitoring Committee or to a state/federal released party, any information marked CONFIDENTIAL related to a Potential Violation, or related to review in Section C.19 (review related to pattern of noncompliance). There are no limits on providing information that is not marked CONFIDENTIAL to participating state or federal agency whose claims are released through this Settlement. | Section F. |
| 23. | Dispute Resolution/Petition Court. Monitor may petition Court for resolution of dispute, subject to Section J. | Section G. |
| 24. | Distribution of Penalties/Payments. Monitor distributes penalties paid by Servicer and distributes any payments under paragraph 10.d of Consumer Relief Requirements (failure to meet commitments in Consumer Relief Requirements within three years of Servicer's Start Date, 125% of unmet commitment amount; and if fails to meet two year commitment and then fails to meet 3 year commitment, then 140% of unmet three year commitment). | Section J.3 |

APPENDIX IV: Members of the Monitoring Committee

A representative of the Secretary of the U.S. Department of Housing and Urban Development

A representative of the Attorney General for the U.S. Department of Justice

A representative of the Attorney General for the State of Arizona

A representative of the Attorney General for the State of California

A representative of the Attorney General for the State of Colorado

A representative of the Attorney General for the State of Connecticut

A representative of the Attorney General for the State of Florida

A representative of the Attorney General for the State of Illinois

A representative of the Attorney General for the State of Iowa

A representative of Office of the Maryland Commissioner of Financial Regulation

A representative of the Attorney General for the State of Michigan

A representative of the Attorney General for the State of Nevada

A representative of the Attorney General for the State of North Carolina

A representative of the Attorney General for the State of Ohio

A representative of the Attorney General for the State of Oregon

A representative of the Attorney General for the State of Texas

A representative of the Attorney General for the State of Washington

Such other representatives of the Attorneys General from 49 states and the District of Columbia, the various state mortgage regulatory agencies, or the federal releasing entities as are appointed by a majority vote of Members.

Appendix V: The Consumer Relief Requirements of the Servicers

Consumer Relief (aggregate: \$19,112,600,000)

Non-Refinance Relief

Each Servicer is required to provide a specified dollar amount of relief to consumers who meet eligibility criteria in the forms and amounts described in paragraphs 1-8 of Exhibit D (Consumer Relief Requirements) (paragraphs 1-8 of Exhibit D: 1. First Lien Mortgage Modification; 2. Second Lien Portfolio Modifications; 3. Enhanced Borrower Transitional Funds; 4. Short Sales; 5. Deficiency Waivers; 6. Forbearance for Unemployed Borrowers; 7. Anti-Blight Provisions; and 8. Benefits for Servicemembers). Each Servicer will receive credit toward its respective obligations as set out in Exhibit D.

Specified Dollars per Servicer (aggregate: \$16,331,600,000)

Ally - \$185,000,000

Bank of America - \$7,626,200,000

Citi - \$1,411,000,000

Chase - \$3,675,400,000

Wells - \$3,434,000,000

Refinance Relief

Each Servicer is required to provide a specified dollar amount of refinancing relief to consumers who meet the eligibility criteria in the forms and amounts described in paragraph 9 of Exhibit D. The purpose is to remediate harms caused by the alleged unlawful conduct of each Servicer. Each Servicer will receive credit toward its respective obligations as set out in Exhibit D.

Specified Dollars per Servicer (aggregate: \$2,781,000,000)

Ally - \$15,000,000

Bank of America - \$948,000,000

Citi - \$378,000,000

Chase - \$537,000,000

Wells - \$903,000,000

Appendix VI: Servicing Standards Implemented by All Five Servicers

Article #	Section	Sub-section	Description of Servicing Standard
I.A.2	Foreclosure and Bankruptcy Information and Documentation	Standards for Affidavits, Sworn Statements, Declarations, and other Documents in Foreclosure and Bankruptcy Proceedings	Servicer shall ensure that affidavits, sworn statements, and Declarations are based on personal knowledge, which may be based on the affiant's review of Servicer's books and records, in accordance with the evidentiary requirements of applicable state or federal law.
I.A.7	Foreclosure and Bankruptcy Information and Documentation	Standards for Affidavits, Sworn Statements, Declarations, and other Documents in Foreclosure and Bankruptcy Proceedings	Affidavits, sworn statements, and Declarations, including their notarization, shall fully comply with all applicable state law requirements.
I.A.8	Foreclosure and Bankruptcy Information and Documentation	Standards for Affidavits, Sworn Statements, Declarations, and other Documents in Foreclosure and Bankruptcy Proceedings	Affidavits, sworn statements, and Declarations shall not contain information that is false or unsubstantiated. This requirement shall not preclude Declarations based on information and belief where so stated.
I.A.11	Foreclosure and Bankruptcy Information and Documentation	Standards for Affidavits, Sworn Statements, Declarations, and other Documents in Foreclosure and Bankruptcy Proceedings	Affiants shall be individuals, not entities, and affidavits, sworn statements, and Declarations shall be signed by hand signature of the affiant (except for permitted electronic filings). For such documents, except for permitted electronic filings, signature stamps, and any other means of electronic or mechanical signature are prohibited.
I.A.12	Foreclosure and Bankruptcy Information and Documentation	Standards for Affidavits, Sworn Statements, Declarations, and other Documents in Foreclosure and Bankruptcy Proceedings	At the time of execution, all information required by a form affidavit, sworn statement, or Declaration shall be complete.
I.A.13	Foreclosure and Bankruptcy Information and Documentation	Standards for Affidavits, Sworn Statements, Declarations, and other Documents in Foreclosure and Bankruptcy Proceedings	Affiants shall date their signatures on affidavits, sworn statements, or Declarations.
I.B.2	Foreclosure and Bankruptcy Information and Documentation	Requirements for Accuracy and Verification of Borrower's Account Information	For any loan on which interest is calculated based on a daily accrual or daily interest method and as to which any obligor is not a debtor in a bankruptcy proceeding without reaffirmation, Servicer shall promptly accept and apply all borrower payments, including cure payments (where authorized by law or contract), trial modification payments, as well as non-conforming payments, unless such application conflicts with contract provisions or prevailing law. Servicer shall ensure that payments shall be posted no more than two business days after receipt properly submitted at the address specified by Servicer and credited as of the date received to borrower's account. Each monthly payment shall be applied in the order specified in the loan documents.
I.B.3	Foreclosure and Bankruptcy Information and Documentation	Requirements for Accuracy and Verification of Borrower's Account Information	For any loan on which interest is not calculated based on a daily accrual or daily interest method and as to which any obligor is not a debtor in a bankruptcy proceeding without reaffirmation, Servicer shall promptly accept and apply all borrower conforming payments, including cure payments (where authorized by law or contract), unless such application conflicts with contract provisions or prevailing law. Servicer shall continue to accept trial modification payments consistent with existing payment application practices. Servicer shall ensure that payments shall be posted no more than two business days after receipt properly submitted at the address specified by Servicer. Each monthly payment shall be applied in the order specified in the loan documents.

I.B.7.e	Foreclosure and Bankruptcy Information and Documentation	Requirements for Accuracy and Verification of Borrower's Account Information	Provide a toll-free number on monthly billing statements.
I.B.8	Foreclosure and Bankruptcy Information and Documentation	Requirements for Accuracy and Verification of Borrower's Account Information	Servicer shall take appropriate action to promptly remediate any inaccuracies in borrowers' account information.
I.B.8.b	Foreclosure and Bankruptcy Information and Documentation	Requirements for Accuracy and Verification of Borrower's Account Information	Provide cash refunds or account credits.
I.C.5	Foreclosure and Bankruptcy Information and Documentation	Documentation of Note Holder Status and Chain of Assignment	Servicer shall not intentionally destroy, or dispose of original notes that are still in force.
III.A.1	Bankruptcy	General	The provisions, conditions, and obligations imposed herein are intended to be interpreted in accordance with applicable federal, state, and local laws, rules, and regulations. Nothing herein shall require a Servicer to do anything inconsistent with applicable state or federal law, including the applicable bankruptcy law or a court order in a bankruptcy case.
III.A.2	Bankruptcy	General	Servicer shall ensure that employees who are regularly engaged in servicing mortgage loans as to which the borrower or mortgagor is in bankruptcy receive training specifically addressing bankruptcy issues.
IV.A.3	Loss Mitigation	Loss Mitigation Requirements	Servicer shall allow borrowers enrolled in a trial period plan under prior HAMP guidelines (where borrowers were not pre-qualified) and who made all required trial period payments, but were later denied a permanent modification, the opportunity to reapply for a HAMP or proprietary loan modification using current financial information.
IV.A.4	Loss Mitigation	Loss Mitigation Requirements	Servicer shall promptly send a final modification agreement to borrowers who have enrolled in a trial period plan under current HAMP guidelines (or fully underwritten proprietary modification programs with a trial payment period) and who have made the required number of timely trial period payments, where the modification is underwritten prior to the trial period and has received any necessary investor, guarantor, or insurer approvals. The borrower shall then be converted by Servicer to a permanent modification upon execution of the final modification documents, consistent with applicable program guidelines, absent evidence of fraud.
IV.B.10	Loss Mitigation	Dual Track Restricted	For purposes of this section IV.B, Servicer shall not be responsible for failing to obtain a delay in a ruling on a judgment or failing to delay a foreclosure sale if Servicer made a request for such delay, pursuant to any state or local law, court rule, or customary practice, and such request was not approved.
IV.C.1	Loss Mitigation	Single Point of Contact	Servicer shall establish an easily accessible and reliable single point of contact ("SPOC") for each borrower so that the borrower has access to an employee of Servicer to obtain information throughout the loss mitigation, loan modification, and foreclosure processes.
IV.C.3.a	Loss Mitigation	Single Point of Contact	Communicate the options available to the borrower, the actions the borrower must take to be considered for these options and the status of Servicer's evaluation of the borrower for these options.
IV.C.3.b	Loss Mitigation	Single Point of Contact	Coordinate receipt of all documents associated with loan modification or loss mitigation activities.

IV.C.3.c	Loss Mitigation	Single Point of Contact	Be knowledgeable about the borrower's situation and current status in the delinquency/imminent default resolution process.
IV.C.3.d	Loss Mitigation	Single Point of Contact	Ensure that a borrower who is not eligible for MHA programs is considered for proprietary or other investor loss mitigation options.
IV.C.4.a	Loss Mitigation	Single Point of Contact	Contact borrower and introduce himself/herself as the borrower's SPOC.
IV.C.4.b	Loss Mitigation	Single Point of Contact	Explain programs for which the borrower is eligible.
IV.C.4.c	Loss Mitigation	Single Point of Contact	Explain the requirements of the programs for which the borrower is eligible.
IV.C.4.d	Loss Mitigation	Single Point of Contact	Explain program documentation requirements.
IV.C.4.e	Loss Mitigation	Single Point of Contact	Provide basic information about the status of borrower's account, including pending loan modification applications, other loss mitigation alternatives, and foreclosure activity.
IV.C.4.f	Loss Mitigation	Single Point of Contact	Notify borrower of missing documents and provide an address or electronic means for submission of documents by borrower in order to complete the loan modification application.
IV.C.4.g	Loss Mitigation	Single Point of Contact	Communicate Servicer's decision regarding loan modification applications and other loss mitigation alternatives to borrower in writing.
IV.C.4.h	Loss Mitigation	Single Point of Contact	Assist the borrower in pursuing alternative non-foreclosure options upon denial of a loan modification.
IV.C.4.i	Loss Mitigation	Single Point of Contact	If a loan modification is approved, call borrower to explain the program.
IV.C.4.j	Loss Mitigation	Single Point of Contact	Provide information regarding credit counseling where necessary.
IV.C.4.k	Loss Mitigation	Single Point of Contact	Help to clear for borrower any internal processing requirements.
IV.C.4.l	Loss Mitigation	Single Point of Contact	Have access to individuals with the ability to stop foreclosure proceedings when necessary to comply with MHA or this Agreement.
IV.C.5	Loss Mitigation	Single Point of Contact	The SPOC shall remain assigned to borrower's account and available to borrower until such time as Servicer determines in good faith that all loss mitigation options have been exhausted, borrower's account becomes current or, in the case of a borrower in bankruptcy, the borrower has exhausted all loss mitigation options for which the borrower is potentially eligible and has applied.
IV.C.6	Loss Mitigation	Single Point of Contact	Servicer shall ensure that a SPOC can refer and transfer a borrower to an appropriate supervisor upon request of the borrower.
IV.C.7	Loss Mitigation	Single Point of Contact	Servicer shall ensure that relevant records relating to borrower's account are promptly available to the borrower's SPOC, so that the SPOC can timely, adequately, and accurately inform the borrower of the current status of loss mitigation, loan modification, and foreclosure activities.
IV.D.3	Loss Mitigation	Loss Mitigation Communications with Borrowers	Servicer shall communicate, at the written request of the borrower, with the borrower's authorized representatives, including housing counselors. Servicer shall communicate with representatives from state attorneys general and financial regulatory agencies acting upon a written complaint filed by the borrower and forwarded by the state attorney general or financial regulatory agency to Servicer. When responding to the borrower regarding such complaint, Servicer shall include the applicable state attorney general on all correspondence with the borrower regarding such complaint.
IV.E.3	Loss Mitigation	Development of Loan Portals	Servicer shall participate in the development and implementation of a neutral, nationwide loan portal system such as Hope LoanPort to enhance communications with housing counselors, including using the technology used for the Borrower Portal, and containing similar features to the Borrower Portal.

IV.G.1	Loss Mitigation	Independent Evaluation of First Lien Loan Modification Denials	Except when evaluated as provided in paragraphs IV.B.8 or IV.B.9, Servicer's initial denial of an eligible borrower's request for first lien loan modification following the submission of a complete loan modification application shall be subject to an independent evaluation. Such evaluation shall be performed by an independent entity or a different employee who has not been involved with the particular loan modification.
IV.H.1	Loss Mitigation	General Loss Mitigation Requirements	Servicer shall maintain adequate staffing and systems for tracking borrower documents and information that are relevant to foreclosure, loss mitigation, and other Servicer operations. Servicer shall make periodic assessments to ensure that its staffing and systems are adequate.
IV.H.2	Loss Mitigation	General Loss Mitigation Requirements	Servicer shall maintain adequate staffing and caseload limits for SPOCs and employees responsible for handling foreclosure, loss mitigation, and related communications with borrowers and housing counselors. Servicer shall make periodic assessments to ensure that its staffing and systems are adequate.
IV.H.3	Loss Mitigation	General Loss Mitigation Requirements	Servicer shall establish reasonable minimum experience, educational and training requirements for loss mitigation staff.
IV.H.4	Loss Mitigation	General Loss Mitigation Requirements	Servicer shall document electronically key actions taken on a foreclosure, loan modification, bankruptcy, or other servicing file, including communications with the borrower.
IV.H.5	Loss Mitigation	General Loss Mitigation Requirements	Servicer shall not adopt compensation arrangements for its employees that encourage foreclosure over loss mitigation alternatives.
IV.H.8	Loss Mitigation	General Loss Mitigation Requirements	Servicer shall not instruct, advise, or recommend that borrowers go into default in order to qualify for loss mitigation relief.
IV.H.9	Loss Mitigation	General Loss Mitigation Requirements	Servicer shall not discourage borrowers from working or communicating with legitimate non-profit housing counseling services.
IV.H.12	Loss Mitigation	General Loss Mitigation Requirements	Notwithstanding the foregoing, and to minimize the risk of borrowers submitting multiple loss mitigation requests for the purpose of delay, Servicer shall not be obligated to evaluate requests for loss mitigation options from (a) borrowers who have already been evaluated or afforded a fair opportunity to be evaluated consistent with the requirements of HAMP or proprietary modification programs, or (b) borrowers who were evaluated after the date of implementation of this Agreement, consistent with this Agreement, unless there has been a material change in the borrower's financial circumstances that is documented by borrower and submitted to Servicer.
IV.I.2	Loss Mitigation	Proprietary First Lien Loan Modification	Servicer shall design proprietary first lien loan modification programs that are intended to produce sustainable modifications according to investor guidelines and previous results. Servicer shall design these programs with the intent of providing affordable payments for borrowers needing longer term or permanent assistance.
IV.I.4	Loss Mitigation	Proprietary First Lien Loan Modification	Servicer shall not charge any application or processing fees for proprietary first lien loan modifications.
IV.J.3	Loss Mitigation	Proprietary Second Lien Loan Modification	Servicer shall not charge any application or processing fees for second lien modifications.
IV.L.3	Loss Mitigation	Loss Mitigation During Bankruptcy	When the debtor is in compliance with a trial period or permanent loan modification plan, Servicer will not object to confirmation of the debtor's chapter 13 plan, move to dismiss the pending bankruptcy case, or file a MRS solely on the basis that the debtor paid only the amounts due under the trial period or permanent loan modification plan, as opposed to the non-modified mortgage payments.

V.A	Protections for Military Personnel (Servicemembers Civil Relief Act)	N/A	Servicer shall comply with all applicable provisions of the Servicemembers Civil Relief Act (SCRA), 50 U.S.C. Appx. § 501 et seq., and any applicable state law offering protections to servicemembers, and shall engage an independent consultant whose duties shall include a review of (a) all foreclosures in which an SCRA-eligible servicemember is known to have been an obligor or mortgagor, and (b) a sample of foreclosure actions (which sample will be appropriately enlarged to the extent Servicer identifies material exceptions), from January 1, 2009 to December 31, 2010 to determine whether the foreclosures were in compliance with the SCRA. Servicer shall remediate all monetary damages in compliance with the banking regulator Consent Orders.
VIII.A.1	General Servicer Duties and Prohibitions	Measures to Deter Community Blight	Servicer shall develop and implement policies and procedures to ensure that REO properties do not become blighted.
VIII.B.1	General Servicer Duties and Prohibitions	Tenants' Rights	Servicer shall comply with all applicable state and federal laws governing the rights of tenants living in foreclosed residential properties.
VIII.B.2	General Servicer Duties and Prohibitions	Tenants' Rights	Servicer shall develop and implement written policies and procedures to ensure compliance with such laws.

Appendix VII: Map of Servicing Standards to Metrics

Metric Sequence	Metric Number	Metric Description	Settlement Servicing Standards Reference Number
1	1.A	Foreclosure sale in error	I.A.3 I.C.1 III.A.1 IV.B.2 IV.B.3.b IV.B.4 IV.B.5.b IV.B.6 IV.B.7.b IV.B.8 IV.B.9 IV.B.10 IV.B.11.a
2	1.B	Incorrect Mod denial	IV.A.2 IV.F.2 IV.F.3
3	2.A	Was AOI properly prepared	I.A.1 I.A.2 I.A.3 I.A.7 I.A.8
4	2.B	POC	I.D.1.b
5	2.C	MRS Affidavits	I.D.2.c I.D.2.c.i I.D.2.c.ii I.D.2.c.iii
6	3.A	Pre Foreclosure Initiation	I.A.18 I.B.10 I.B.10.a I.B.10.b I.B.10.c I.B.10.d I.B.10.e I.B.10.f I.B.10.g I.B.10.h
7	3.B	Pre Foreclosure Initiation Notifications	I.A.18 J.C.3 IV.B.13
8	4.A	Fees adhere to guidance	VI.B.1 VI.B.2 VI.B.2.a VI.B.2.b VI.B.2.c VI.B.3 VI.C.1 VI.C.1.a VI.C.1.b VI.C.1.c

Metric Sequence	Metric Number	Metric Description	Settlement Servicing Standards Reference Number
9	4.B	Adherence to customer payment processing	I.B.1 I.B.2 I.B.3 I.B.3.a I.B.3.b
10	4.C	Reconciliation of certain waived fees	I.B.11.c
11	4.D	Late fees adhere to guidance	VI.B.4.a
12	5.A	Third Party Vendor Management	II.A.1 II.A.3 II.A.6 II.A.6.a II.A.6.b II.A.7 VI.B.3 IX.B.1
13	5.B	Customer Portal	IV.E.1
14	5.C	SPOC	IV.C.1 IV.C.2 IV.C.2.a IV.C.3 IV.C.3.a IV.C.3.b IV.C.3.c IV.C.3.d IV.C.4 IV.C.4.a IV.C.4.b IV.C.4.c IV.C.4.d IV.C.4.e IV.C.4.f IV.C.4.g IV.C.4.h IV.C.4.i IV.C.4.j IV.C.4.k IV.C.4.l IV.C.5 IV.C.6 IV.C.7 IX.B.1
15	5.D	Workforce Management	I.A.4 I.A.9 IV.H.1 IV.H.2 IV.H.3 IX.B.1
16	5.E	Affidavit of Indebtedness Integrity	I.A.2 I.A.3 IX.B.1
17	5.F	Account Status Activity	IV.H.4 IX.B.1

Metric Sequence	Metric Number	Metric Description	Settlement Servicing Standards Reference Number
18	6.A	Complaint response timeliness	IV.C.8
19	6.B.i	Loan Modification Document Collection timeline compliance	IV.F.2 IV.F.3
20	6.B.ii	Loan Modification Decision/ Notification timeline compliance	IV.F.4 IV.F.7
21	6.B.iii	Loan Modification Appeal timeline compliance	IV.G.3.c
22	6.B.iv	Short Sale Decision timeline compliance	IV.K.6
23	6.B.v	Short Sale Document Collection timeline compliance	IV.K.5
24	6.B.vi	Charge of application fees for Loss Mitigation	IV.I.4 IV.J.3 IV.H.11
25	6.B.vii.a	Inclusion of notice of whether or not a deficiency will be required	IV.K.7
26	6.B.viii.a	Referred to foreclosure in violation of Dual Track Provisions	IV.B.1 IV.B.1.a IV.B.1.b IV.B.2
27	6.B.viii.b	Failure to postpone foreclosure proceedings in violation of Dual Track Provisions	IV.B.4 IV.D.6
28	6.C.i	Notices sent timely with necessary information	VII.A.1 VII.A.3.a VII.A.3.a.vi VII.A.3.b VII.A.3.c VII.A.4
29	6.C.ii	Termination of Force-Placed Insurance	VII.A.4 VII.A.6 VII.A.6.a VII.A.6.b

Appendix VIII: Metrics Implementation Schedule

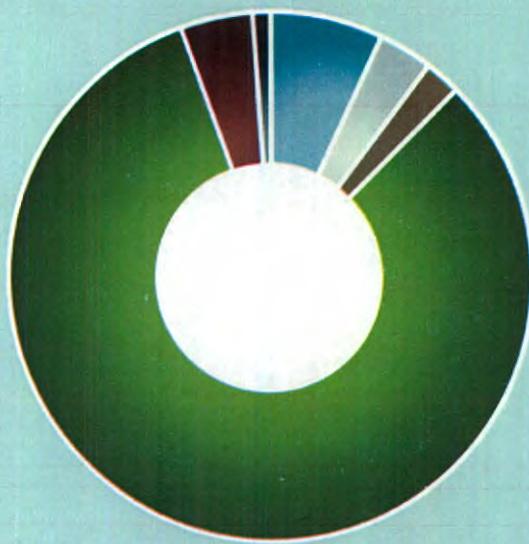
Metrics to be Measured in Third Quarter 2012	
3	(2.A) Affidavit of Indebtedness Properly Prepared
11	(4.D) Late Fees Adhere to Guidance
13	(5.B) Customer Portal
14	(5.C) Single Point of Contact (SPOC)
15	(5.D) Workforce Management
16	(5.E) Affidavit of Indebtedness Integrity
17	(5.F) Account Status Activity
24	(6.B.vi) Charge of Application Fees for Loss Mitigation
29	(6.C.ii) Force-Placed Insurance - Termination of Force-Placed Insurance

Metrics to be Added in Fourth Quarter 2012	
1	(1.A) Foreclosure Sale in Error
2	(1.B) Incorrect Modification Denial
4	(2.B) Proof of Claim
8	(4.A) Fee Adherence to Guidance
9	(4.B) Adherence to Customer Payment Processing
18	(6.A) Complaint Response Timeliness
19	(6.B.i) Loan Modification Document Collection Timeline Compliance
20	(6.B.ii) Loan Modification Decision Notification Timeline Compliance
25	(6.B.vii) Inclusion of Deficiency Notice
26	(6.B.viii.a) Referred to Foreclosure in Violation of Dual Track Provisions
28	(6.C.i) Force-Placed Insurance - Timeliness of Notice

Metrics to be Added in First Quarter 2013	
5	(2.C) Motion for Relief from Stay Affidavits
6	(3.A) Pre-Foreclosure Initiation
7	(3.B) Pre-Foreclosure Initiation Notification
10	(4.C) Reconciliation of Certain Waived Fees
12	(5.A) Third Party Vendor Management
21	(6.B.iii) Loan Modification Appeal Timeline Compliance
22	(6.B.iv) Short Sale Decision Timeline Compliance
23	(6.B.v) Short Sale Document Collection Timeline Compliance
27	(6.B.viii.b) Failure to Postpone Foreclosure Proceedings in Violation of Dual Track Provisions

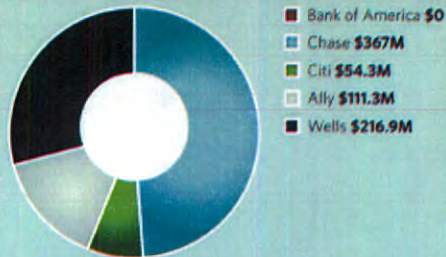
Appendix IX: Consumer Relief Breakdown

Total Consumer Relief **\$10.561B**



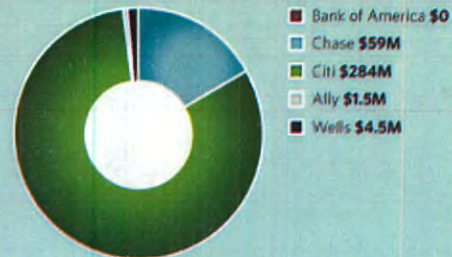
- Completed First Lien Modification Forgiveness **\$749.36M**
 - Completed Forgiveness of pre-3/1/12 Forbearance **\$348.94M**
 - Completed Second Lien Modifications and Extinguishments **\$231.42M**
 - Short Sales Completed **\$8.669B**
 - Total Other Program Activity **\$458.75M**
 - Refinance Consumer Relief **\$102.78M**
-

**Completed First Lien Modifications*
\$749.36M**



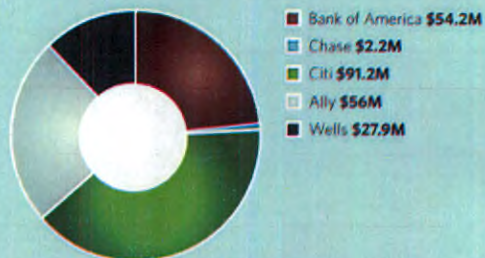
* Finalized first lien principal reduction permanent modifications (including converted trial modifications).

**Completed Forgiveness of
pre-3/1/12 Forbearance* \$348.94M**



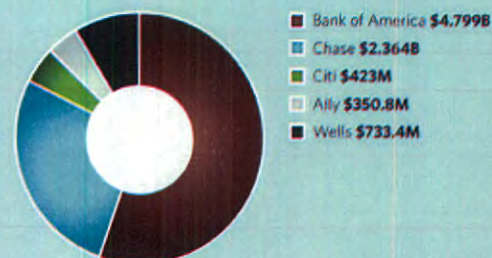
* Forgiveness of deferred principal from pre-settlement permanent modification of first lien mortgages.

**Completed Second Lien Modifications* and
Extinguishments** \$231.42M**



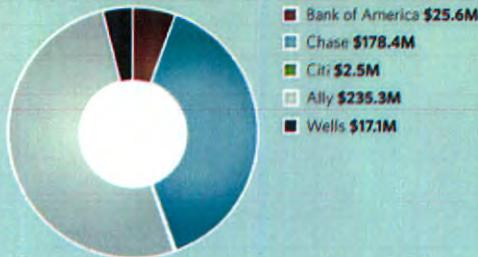
* Finalized second lien principal reduction permanent modifications.
** Finalized second lien mortgage extinguishments (forgiveness of the entire balance and release of lien).

Short Sales Completed* \$8.67B



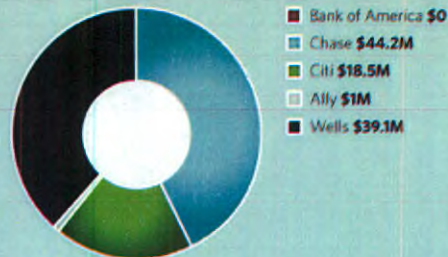
* The forgiveness of first or second lien mortgage remaining balances to facilitate short sale transactions. Also includes forgiveness of first or second lien mortgage remaining balances to facilitate transactions in which borrower deeds the residence to Servicer/investor in lieu of foreclosure.

Other Programs* \$458.75M



* Other consumer relief programs include: (a) Enhanced Borrower Transitional Funds Paid by Servicer (transitional funds in an amount greater than \$1,500 provided to homeowners to facilitate completion of short sales or deeds in lieu of foreclosure), (b) Servicer Payments to Unrelated 2nd Lien Holder for Release of 2nd Lien (payments to unrelated second lien holders for release of second lien mortgages in connection with short sale or deeds-in-lieu transactions), (c) Forbearance for Unemployed Borrowers (forgiveness of payment arrearages on behalf of unemployed borrowers or traditional forbearance programs for unemployed borrowers to keep them in their homes until they can resume payments), (d) Deficiency Waivers (waiver of valid claims on borrower deficiency balances on first or second lien mortgages), (e) Forgiveness of Principal Associated with a Property When No Foreclosure (forgiveness of principal associated with a property in connection with a decision not to pursue foreclosure), (f) Cash Costs Paid by Servicer for Demolition of Property (payments to demolish properties to prevent blight), and (g) REO Properties Donated (properties owned by Servicers/investors that are donated to municipalities, nonprofits, disabled servicemembers, or families of deceased servicemembers).

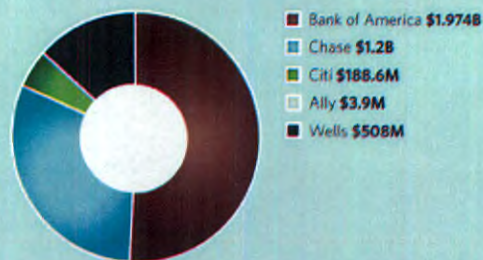
Refinance Consumer Relief* \$102.78M



* Refinance Consumer Relief is the estimated annual average interest savings calculated by multiplying the amount of unpaid principal balance on refinanced loans by the average annual interest rate reduction.

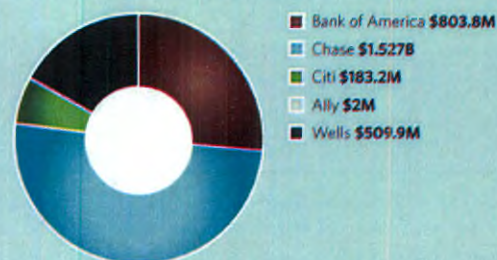
Consumer Relief - In Process

Trials Offered/Approved* \$3.875B



* All first lien mortgages where firm modification offers were made to the borrower.

Trials in Process* \$3.026B



* All first lien mortgages that had made any payments in a trial modification after March 1, 2012.

Appendix X: State Consumer Relief Information National Totals

CONSUMER RELIEF	ALTY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL CONSUMER RELIEF - ALL SERVICES		
	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower
Completed 1st Lien Modification	\$111,207,433	1,069	\$94,182															
Completed 2nd Lien Modification*	\$14,493,298	21	\$68,019															
Completed 3rd Lien Modification*	\$1,533,706	68	\$22,547															
Completed 2nd Lien-Excluded 2nd Lien*	\$54,477,420	907	\$59,987	\$54,477,420	769	\$70,400	\$66,571,044	938	\$70,948									
Short Sale Completed*	\$350,803,445	2,903	\$120,849	\$4,798,564,813	39,569	\$121,276	\$423,023,198	3,166	\$133,886	\$2,363,964,603	19,660	\$120,478	\$713,401,328	7,516	\$93,759	\$8,469,966,995	74,604	\$116,198
Total Other Program Activity	\$225,370,854	4,144	\$54,386	\$25,462,194	9,965	\$2,565	\$2,453,314	574	\$4,206	\$79,358,657	6,384	\$12,398	\$729,523,217	3,264	\$223,444	\$4,687,732,275	24,353	\$192,838
Refinances Completed - Scaled Consumer Relief	\$719,427	160	\$4,495															
Total Consumer Relief	\$795,770,962	9,282	\$85,814	\$4,879,463,535	50,103	\$97,402	\$974,408,300	17,991	\$54,847	\$3,014,723,915	36,019	\$79,295	\$1,028,693,713	22,181	\$46,835	\$10,390,280,126	102,946	\$76,408
CONSUMER RELIEF - IN PROGRESS																		
Total Offered/Agreement*	\$1,895,414	45	\$42,114	\$197,006,619	12,902	\$15,267	\$188,574,096	2,717	\$69,405	\$1,200,342,746	11,500	\$104,338	\$502,981,661	4,340	\$116,111	\$1,474,002,505	32,794	\$204,618
Total Successful*	\$1,948,035	24	\$80,001	\$803,433,100	5,389	\$149,997	\$183,143,987	2,629	\$69,665	\$1,577,462,060	14,933	\$105,366	\$593,300,567	5,172	\$112,816	\$1,008,344,519	28,047	\$107,900
TOTAL CONSUMER RELIEF - ALL SERVICES \$10,592,200,126																		

Note:

- * Any differences in dollar amounts are due to rounding.
- ** The sum of the individual state amounts do not equal to the national total amount due to the fact that some jurisdictions are not reported.

DEFINITIONS:

- 1. Completed 1st Lien Modification: Refinances reported, finished first lien principal reduction program modifications (including completed 1st modification).
- 2. Completed 2nd Lien Modification: Refinances reported, finished second lien principal reduction program modifications (including completed 2nd modification).
- 3. Completed 3rd Lien Modification: Refinances reported, finished third lien principal reduction program modifications (including completed 3rd modification).
- 4. Completed 2nd Lien-Excluded 2nd Lien: Refinances reported, finished second lien mortgage entry refinances (refinances of the entire balance and release of 1st lien) to borrowers in lieu of foreclosure.
- 5. Short Sale: Completed reports to the borrower of first or second lien mortgage remaining balances to be paid in full, short sale transactions. Includes death in lieu completed which requires the signature of first or second lien mortgage servicing lenders to facilitate transactions in which borrower does not reside in Service/Refinance area of interest.
- 6. Other Consumer Relief Programs include: (a) Balanced Borrower: Monthly/Quarterly Cash Paid by Servicer (third-party funds in an amount greater than \$1,500 provided to borrower to facilitate completion of short sale or deed in lieu of foreclosure), (b) Servicer Payments to Unaffiliated 2nd Lien Holders for Release of 2nd Lien (agreement to unaffiliated second lien holder for release of second lien in connection with short sale or deed-in-lieu transaction), (c) Payments to Unaffiliated Borrowers (payments of payment assistance or financial education programs for unaffiliated borrowers to help them in the home and they can remain in their home), (d) Delinquency Waivers (waiver of cash charges on borrower delinquent balances on first or second lien mortgage), (e) Refinances of Principal Associated with a Program (the Refinances (Refinances of principal associated with a program) in connection with a decision not to pursue foreclosure), (f) Cash Out Paid by Servicer for Duration of Property (payments to borrower to provide cash), and (g) RFD Properties (Default Properties owned by Servicer/Refinance that are located in municipalities, independent, disabled servicers, or financing of distressed servicers).
- 7. Refinances: Completed refinances (single loans refinanced with reduced rates). The principal amount provided to borrowers is the product of the average interest rate reduction and the total unpaid principal balance. See below for refinances on borrowers Completed by each Servicer.

TOTAL REFINANCES COMPLETED - ALL SERVICES	ALTY			BANK OF AMERICA			CITI			CHASE			WELLS		
	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction
Refinances Completed	\$29,507,583	100	3.77%	\$29,507,583	100	3.77%	\$29,507,583	100	3.77%	\$29,507,583	100	3.77%	\$29,507,583	100	3.77%

Appendix X: State Consumer Relief Information Alabama

CONSUMER RELIEF	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL CONSUMER RELIEF - ALL SERVICES			
	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	
Completed 1st Lien Modification Programs ¹	\$360,000	9	\$40,000																
Completed 2nd Lien Modification ²	\$10,558	2	\$5,279				\$600,233	20	\$30,012				\$1,061	1	\$1,061	\$600,233	20	\$30,012	
Completed 2nd Lien Modification ³	\$470,700	12	\$39,225				\$13,936	2	\$6,968				\$13,936	2	\$6,968	\$13,936	2	\$6,968	
Completed 2nd Lien Modification ⁴	\$1,123,934	15	\$74,929				\$193,227	4	\$48,307				\$43,465	1	\$43,465	\$193,227	4	\$48,307	
Completed 2nd Lien Modification ⁵	\$702,046	37	\$18,974										\$2,441,042	46	\$53,066	\$2,441,042	46	\$53,066	
Total Other Program Activities ⁶	\$1,000,000	1	\$1,000,000				\$20,520	3	\$6,840				\$70,000	14	\$5,000	\$20,520	3	\$6,840	
Balance-Completed - Estimated Consumers Relief ⁷	\$1,300	1	\$1,300				\$25,642	76	\$337				\$42,718	12	\$3,559	\$25,642	76	\$337	
Total Consumer Relief	\$4,740,339	786	\$6,031	\$540,018	93	\$5,806	\$2,620,184	136	\$19,205	\$2,874,531	63	\$45,629	\$2,176,507	172	\$12,648	\$2,641,389	462	\$5,715	
Other Indebtedness ⁸				\$1,946,729	28	\$69,511	\$1,017,526	35	\$29,072	\$1,488,847	44	\$33,837	\$2,353,629	44	\$53,491	\$1,946,729	28	\$69,511	
Total ⁹				\$536,573	8	\$67,071	\$938,377	32	\$29,333	\$1,941,624	55	\$35,302	\$366,759	20	\$18,338	\$536,573	8	\$67,071	

NOTE: Any differences in adding are due to rounding.

DEFINITIONS:

- ¹ Completed 1st Lien Modification Programs represents finished first lien principal reduction permanent modifications (excluding completed but unrecorded).
- ² Completed 2nd Lien Modification Programs represents finished second lien principal reduction permanent modifications.
- ³ Completed 2nd Lien Modification Programs represents finished second lien mortgage remaining balances to be paid about six months.
- ⁴ Completed 2nd Lien Modification Programs represents finished second lien mortgage remaining balances to be paid about six months.
- ⁵ Completed 2nd Lien Modification Programs represents finished second lien mortgage remaining balances to be paid about six months.
- ⁶ Other consumer relief programs include: (A) Balanced Foreclosure Funded by Service (non-recourse loans in an amount greater than \$1,500 provided to borrowers to facilitate completion of short sales or deeds in lieu of foreclosure), (B) Service Payments via Unfunded 2nd Lien Hold for Release of 2nd Lien (Guaranteed to avoid second lien holds for release of second lien mortgages in connection with their sale or deed-in-lieu transactions), (C) Balance by Unemployed Borrowers (Employment payment assistance or financial counseling program for unemployed borrowers to help them in their homes until they can resume payments), (D) Delinquency Waivers (waiver of 2nd lien borrower delinquency balances on first or second lien mortgages), (E) Payments of Principal Associated with a Property When the Foreclosure (Payments of principal associated with a property in connection with a decision not to pursue foreclosure), (F) CASH CASH PAID by Service for Duration of Property (Payments to disabled proprietors owned by Service/wardens that are owned in municipalities, disabled service members, or families of deceased service members), and (G) Cash Cash PAID by Service for Duration of Property (Payments to disabled proprietors owned by Service/wardens that are owned in municipalities).
- ⁷ Balance-Completed represents eligible loans refinanced with reduced rates. The estimated annual relief provided to borrowers is the product of the average interest rate reduction and the total unpaid principal balance. See below for information on Balances Completed by each Service.

ALLY		BANK OF AMERICA		CITI		CHASE		WELLS		TOTAL REFINANCES COMPLETED - ALL SERVICES		
Principal Loan Balance	No. of Borrowers	Principal Loan Balance	No. of Borrowers	Principal Loan Balance	No. of Borrowers	Principal Loan Balance	No. of Borrowers	Principal Loan Balance	No. of Borrowers	Principal Loan Balance	No. of Borrowers	Average Rate Reduction
\$139,861	1			\$8,502,034	76	\$1,384,229	12	\$19,312,210	130	\$29,338,333	279	2.73%
												3.11%

* Total Other Indebtedness represents all first lien mortgages where first lien modification offers were made in the borrower's name.
 ** Total Shared to process represents all first lien mortgages that had no payments in a year modification after March 1, 2012.

Appendix X: State Consumer Relief Information Alaska

	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL CONSUMER RELIEF - ALL SERVICERS		
	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower
CONSUMER RELIEF																		
Completed 1st Lien Modification Forgiveness ¹	\$92,194	1	\$92,194										\$220,807	2	\$110,404	\$313,001	3	\$104,334
Completed Forgiveness of pre-3/1/2012 Forbearance ²							\$3,983	1	\$3,983							\$3,983	1	\$3,983
Completed 2nd Lien Modifications ³																		
Completed 2nd Lien Extinguishments ⁴	\$153,801	2	\$76,901	\$44,519	1	\$44,519	\$64,989	1	\$64,989							\$263,309	4	\$65,827
Short Sales Completed ⁵	\$78,183	2	\$39,192	\$331,604	7	\$47,372	\$162,647	2	\$81,323	\$158,965	3	\$52,988				\$731,599	14	\$52,257
Total Other Program Activity ⁶	\$224,192	10	\$22,419	\$11,086	3	\$3,695				\$1,500	1	\$1,500				\$236,777	14	\$16,913
Refinances Completed - Estimated Consumer Relief ⁷							\$29,970	2	\$14,985				\$76,477	5	\$15,295	\$106,447	7	\$15,192
Total Consumer Relief	\$548,570	15	\$36,571	\$387,209	11	\$35,201	\$261,488	6	\$43,581	\$160,465	4	\$40,116	\$297,284	7	\$42,469	\$1,655,016	43	\$38,489
CONSUMER RELIEF - IN PROCESS																		
Trials Offered/Approved ⁸										\$3,834	2	\$1,917	\$399,590	4	\$99,898	\$403,424	6	\$67,237
Trials Started/In Process ⁹										\$1,864	1	\$1,864	\$377,227	3	\$125,742	\$379,091	4	\$94,773
TOTAL CONSUMER RELIEF - ALL SERVICERS \$1,655,016																		

Notes:
 • Any differences in adding are due to rounding.

DEFINITIONS:

- ¹ Completed 1st Lien Modification Forgiveness represents finalized first lien principal reduction permanent modifications (including converted trial modifications).
- ² Completed Forgiveness of pre-3/1/2012 Forbearance represents forgiveness of deferred principal from pre-settlement permanent modification of first lien mortgages.
- ³ Completed 2nd Lien Modification Forgiveness represents finalized second lien principal reduction permanent modifications.
- ⁴ Completed 2nd Lien Extinguishments represents finalized second lien mortgage extinguishments (forgiveness of the entire balance and release of lien).
- ⁵ Short Sales Completed represents the forgiveness of first or second lien mortgage remaining balances to facilitate short sale transactions. Includes deeds in lieu completed which represents the forgiveness of first or second lien mortgage remaining balances to facilitate transactions in which borrower deeds the residence to Service/investor in lieu of foreclosure.
- ⁶ Other consumer relief programs include: (a) Enhanced Borrower Transitional Funds Paid by Servicer (transitional funds in an amount greater than \$1,500 provided to borrowers to facilitate completion of short sales or deeds-in-lieu transactions), (b) Servicer Payments to Unrelated 2nd Lien Holder for Release of 2nd Lien (payments to unrelated second lien holders for release of second lien mortgages in connection with short sale or deeds-in-lieu transactions), (c) Forbearance for Unemployed Borrowers (forgiveness of payment arrearages on behalf of unemployed borrowers or traditional forbearance programs for unemployed borrowers to keep them in their homes until they can resume payments), (d) Deficiency Waivers (waiver of valid claims on borrower deficiency balances on first or second lien mortgages), (e) Forgiveness of Principal Associated with a Property When No Foreclosure (forgiveness of principal associated with a property in connection with a decision not to pursue foreclosure), (f) Cash Costs Paid by Servicer for Demolition of Property (payments to demolish properties to prevent blight), and (g) REO Properties Donated (properties owned by Servicers/investors that are donated to municipalities, nonprofits, disabled servicemembers, or families of deceased servicemembers).
- ⁷ Refinances Completed represents eligible loans refinanced with reduced rates. The estimated annual relief provided to borrowers is the product of the average interest rate reduction and the total unpaid principal balance. See below for information on Refinances Completed by each Servicer.

	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL REFINANCES COMPLETED - ALL SERVICERS		
	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction
Refinances Completed							\$568,702	2	5.3%				\$1,532,606	5	4.99%	\$2,101,308	7	5.06%

- ⁸ Trials Offered/Approved represents all first lien mortgages where firm modification offers were made to the borrower.
- ⁹ Trials Started/In Process represents all first lien mortgages that had made any payments in a trial modification after March 1, 2012.

Appendix X: State Consumer Relief Information Arkansas

	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL CONSUMER RELIEF - ALL SERVICERS		
	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower
CONSUMER RELIEF																		
Completed 1st Lien Modification Forgiveness ¹	\$40,400	2	\$20,200				\$179,521	7	\$25,646	\$260,854	6	\$43,476				\$480,775	15	\$32,052
Completed Forgiveness of pre-3/1/2012 Forbearance ²							\$144,850	5	\$28,970							\$144,850	5	\$28,970
Completed 2nd Lien Modifications ³							\$41,795	4	\$10,449							\$41,795	4	\$10,449
Completed 2nd Lien Extinguishments ⁴	\$15,003	1	\$15,003													\$15,003	1	\$15,003
Short Sales Completed ⁵	\$17,151	5	\$34,210	\$2,273,998	52	\$43,731	\$735,376	12	\$61,281	\$2,703,527	57	\$47,430	\$210,885	2	\$10,543	\$5,905,137	128	\$46,134
Total Other Program Activity ⁶	\$521,471	24	\$21,728	\$63,530	22	\$2,888	\$4,500	3	\$1,500	\$66,000	6	\$11,000				\$655,500	55	\$11,918
Refinances Completed - Estimated Consumer Relief ⁷							\$18,821	16	\$3,676	\$25,913	10	\$2,591	\$25,493	7	\$3,642	\$10,227	33	\$3,340
Total Consumer Relief	\$748,025	32	\$23,376	\$2,337,527	74	\$31,588	\$1,164,862	47	\$24,784	\$3,056,293	79	\$38,687	\$46,578	9	\$5,175	\$7,353,286	241	\$30,512
CONSUMER RELIEF - IN PROCESS																		
Trials Offered/Approved ⁸				\$464,803	14	\$33,200	\$323,868	12	\$26,989	\$941,901	38	\$25,328				\$1,730,572	44	\$39,331
Trials Started/In Process ⁹				\$180,311	5	\$36,062	\$323,868	12	\$26,989	\$1,172,562	25	\$46,902				\$1,676,741	42	\$39,922
TOTAL CONSUMER RELIEF - ALL SERVICERS	7,353,286																	

Note:

* Any differences in adding are due to rounding.

DEFINITIONS:

¹ Completed 1st Lien Modification Forgiveness represents finalized first lien principal reduction permanent modifications (including converted trial modifications).

² Completed Forgiveness of pre-3/1/2012 Forbearance represents forgiveness of deferred principal from pre-settlement permanent modification of first lien mortgages.

³ Completed 2nd Lien Modification Forgiveness represents finalized second lien principal reduction permanent modifications.

⁴ Completed 2nd Lien Extinguishments represents finalized second lien mortgage extinguishments (forgiveness of the entire balance and release of lien).

⁵ Short Sales Completed represents the forgiveness of first or second lien mortgage remaining balances to facilitate short sale transactions. Includes deeds in lieu completed which represents the forgiveness of first or second lien mortgage remaining balances to facilitate transactions in which borrower deeds the residence to Service/Investor in lieu of foreclosure.

⁶ Other consumer relief programs include: (a) Enhanced Borrower Transitional Funds Paid by Servicer (transitional funds in an amount greater than \$1,500 provided to homeowners to facilitate completion of short sales or deeds in lieu of foreclosure), (b) Servicer Payments to Unrelated 2nd Lien Holder for Release of 2nd Lien (payments to unrelated second lien holders for release of second lien mortgages in connection with short sale or deeds-in-lieu transactions), (c) Forbearance for Unemployed Borrowers (forgiveness of payment arrearages on behalf of unemployed borrowers or traditional forbearance programs for unemployed borrowers to keep them in their homes until they can resume payments), (d) Deficiency Waivers (waiver of valid claims on borrower deficiency balances on first or second lien mortgages), (e) Forgiveness of Principal Associated with a Property When No Foreclosure (forgiveness of principal associated with a property in connection with a decision not to pursue foreclosure), (f) Cash Costs Paid by Servicer for Demolition of Property (payments to demolish properties to prevent blight), and (g) REO Properties Donated (properties owned by Servicers/Investors that are donated to municipalities, nonprofits, disabled servicemembers, or families of deceased servicemembers).

⁷ Refinances Completed represents eligible loans refinanced with reduced rates. The estimated annual relief provided to borrowers is the product of the average interest rate reduction and the total unpaid principal balance. See below for information on Refinances Completed by each Servicer.

	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL REFINANCES COMPLETED - ALL SERVICERS		
	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction
Refinances Completed							\$2,027,854	16	2.9%	\$1,224,346	10	2.12%	\$885,189	7	2.88%	\$4,137,389	33	2.66%

* Trials Offered/Approved represents all first lien mortgages where lien modification offers were made to the borrower.

* Trials Started/In Process represents all first lien mortgages that had made any payments in a trial modification after March 1, 2012.

Appendix X: State Consumer Relief Information
Colorado

CONSUMER RELIEF	ALTY		BANK OF AMERICA		CITI		CHASE		WELLS		TOTAL CONSUMER RELIEF - ALL SERVICES						
	Amount of Relief	No. of Borrowers	Amount of Relief	No. of Borrowers	Amount of Relief	No. of Borrowers	Amount of Relief	No. of Borrowers	Amount of Relief	No. of Borrowers	Amount of Relief	No. of Borrowers					
Completed in-Lien Modification Programs*	\$681,046	9	\$75,772		\$454,056	9	\$50,451	\$2,302,510	24	\$90,313	\$716,414	15	\$81,781	\$4,079,888	57	\$71,526	
Completed Foreclosure of pre-3/29/07 Refinance*					\$1,969,449	31	\$63,511				\$82,554	4	\$20,639	\$1,969,449	31	\$63,511	
Completed 2nd Lien Modification*	\$60,132	2	\$30,066		\$442,234	21	\$21,059	\$1,944	1	\$1,944	\$22,554		\$598,115	\$598,115	28	\$21,004	
Completed 2nd Lien-Extrajudicial*	\$535,527	10	\$53,553		\$1,534,415	23	\$66,719				\$272,946	10	\$27,297	\$2,839,429	44	\$64,328	
Short Sale Completion*	\$3,366,201	59	\$57,054		\$43,624,733	596	\$72,240	\$5,393,246	94	\$57,295	\$22,663,202	274	\$82,273	\$82,505,509	1,130	\$73,014	
Total Other Program Activity	\$1,002,506	160	\$62,719		\$333,065	169	\$1,971	\$26,532	8	\$3,316	\$171,340	66	\$17,168	\$1,056,672	29	\$3,644	
Refinance Completed - Estimated Consumer Relief*	\$40,421	4	\$10,105		\$303,184	75	\$4,016	\$35,024	20	\$1,751	\$185,788	234	\$1,486	\$1,322,402	319	\$3,920	
Total Consumer Relief	\$11,692,318	344	\$54,176		\$44,050,316	766	\$57,697	\$10,170,000	391	\$66,032	\$9,916,031	399	\$24,884	\$103,460,785	2,061	\$80,432	
CONSUMER RELIEF - IN PROGRESS																	
Total Offered/Approved			\$17,028,440	127	\$87,024	\$151,430	29	\$52,225	\$5,608,210	106	\$53,435	\$1,207,107	28	\$42,747	\$28,778,308	290	\$48,201
Total Served/In Process*			\$3,921,781	53	\$73,994	\$1,506,761	28	\$53,813	\$8,222,158	137	\$63,668	\$1,402,949	20	\$70,047	\$35,299,210	238	\$64,252

Note: * Any differences in dollar are due to rounding.

DEFINITIONS:
 * Completed 2nd Lien Modification Programs represents completed 2nd lien principal reduction programs (including completed but not finalized).
 * Completed Foreclosure of pre-3/29/07 Refinance represents completed 2nd lien principal reduction programs (including completed but not finalized).
 * Completed 2nd Lien Modification-Extrajudicial represents completed 2nd lien principal reduction programs (including completed but not finalized).
 * Completed 2nd Lien-Extrajudicial represents completed 2nd lien principal reduction programs (including completed but not finalized).
 * Short Sale Completion represents the forgiveness of first or second lien mortgage remaining balances to the state debt relief program.
 * Other consumer relief programs include: (A) Extended Borrower Benefit Fund (EBBF) provided to borrowers in the product of the average interest rate reduction and the total unpaid principal balance. See below for information on Borrowers Completed by each Service.
 * Refinance Completed - Estimated Consumer Relief represents the estimated amount of relief provided to borrowers in the product of the average interest rate reduction and the total unpaid principal balance. See below for information on Borrowers Completed by each Service.
 * Total Offered/Approved represents all first lien mortgages where first modification offers were made to the borrower.
 * Total Served/In Process represents all first lien mortgages that had either any payments in a first modification after March 1, 2012.

TOTAL REFINANCES COMPLETED - ALL SERVICES	ALTY		BANK OF AMERICA		CITI		CHASE		WELLS		TOTAL REFINANCES COMPLETED - ALL SERVICES
	Principal Loan Balance	No. of Borrowers	Principal Loan Balance	No. of Borrowers	Principal Loan Balance	No. of Borrowers	Principal Loan Balance	No. of Borrowers	Principal Loan Balance	No. of Borrowers	
Refinances Completed	\$1,612,919	4	\$17,441,558	75	\$6,572,235	26	\$5,315,694	234	\$55,942,105	339	

Appendix X: State Consumer Relief Information Delaware

	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL CONSUMER RELIEF - ALL SERVICERS		
	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower
CONSUMER RELIEF																		
Completed 1st Lien Modification Forgiveness ¹	\$485,100	4	\$121,275				\$298,025	5	\$59,605	\$180,332	4	\$45,083	\$335,304	8	\$41,914	\$1,298,771	21	\$61,844
Completed Forgiveness of pre-3/1/2012 Forbearance ²							\$287,973	9	\$31,997							\$287,973	9	\$31,997
Completed 2nd Lien Modifications ³	\$15,340	1	\$15,340				\$9,057	1	\$9,057							\$24,397	2	\$12,199
Completed 2nd Lien Extinguishments ⁴	\$46,469	1	\$46,469	\$47,737	1	\$47,737										\$94,207	2	\$47,003
Short Sales Completed ⁵	\$571,702	8	\$63,963	\$5,133,587	58	\$88,510	\$850,899	11	\$77,354	\$3,252,601	35	\$92,931	\$1,316,748	20	\$66,837	\$11,085,538	132	\$83,981
Total Other Program Activity ⁶	\$598,465	25	\$35,939	\$42,805	11	\$3,891	\$3,000	2	\$1,500	\$242,200	15	\$16,147	\$34,000	7	\$4,857	\$1,220,469	60	\$20,341
Refinances Completed - Estimated Consumer Relief ⁷	\$1,941	2	\$1,071				\$76,977	18	\$4,276	\$83,940	26	\$3,228	\$125,594	21	\$5,977	\$294,371	67	\$4,394
Total Consumer Relief	\$1,965,017	41	\$47,927	\$5,224,329	70	\$74,630	\$1,525,932	46	\$33,172	\$3,759,073	80	\$46,988	\$1,831,576	56	\$32,707	\$14,305,727	293	\$48,825
CONSUMER RELIEF - IN PROCESS																		
Trials Offered/Approved ⁸				\$2,339,384	30	\$77,979	\$309,570	6	\$51,595	\$1,846,395	32	\$57,700	\$764,036	13	\$58,772	\$5,259,385	81	\$64,931
Trials Started/In Process ⁹				\$1,293,384	15	\$86,226	\$392,812	7	\$56,116	\$1,753,255	40	\$43,831	\$669,833	12	\$55,819	\$4,109,284	74	\$55,531
TOTAL CONSUMER RELIEF - ALL SERVICERS \$14,305,727																		

Note:

* Any differences in adding are due to rounding.

DEFINITIONS:

¹ Completed 1st Lien Modification Forgiveness represents finalized first lien principal reduction permanent modifications (including converted trial modifications).

² Completed Forgiveness of pre-3/1/2012 Forbearance represents forgiveness of delinquent principal from pre-3/1/2012 permanent modification of first lien mortgages.

³ Completed 2nd Lien Modification Forgiveness represents finalized second lien principal reduction permanent modifications.

⁴ Completed 2nd Lien Extinguishments represents finalized second lien mortgage extinguishments (forgiveness of the entire balance and release of lien).

⁵ Short Sales Completed represents the forgiveness of first or second lien mortgage remaining balances to facilitate short sale transactions. Includes deeds in lieu completed which represents the forgiveness of first or second lien mortgage remaining balances to facilitate transactions in which borrower deeds the residence to Service/Investor in lieu of foreclosure.

⁶ Other consumer relief programs include: (a) Enhanced Borrower Transitional Funds Paid by Servicer (transitional funds in an amount greater than \$1,500 provided to homeowners to facilitate completion of short sales or deeds in lieu of foreclosure), (b) Servicer Payments to Uninsured 2nd Lien Holder for Release of 2nd Lien (payments to unrelated second lien holders for release of second lien mortgages in connection with short sale or deeds-in-lieu transactions), (c) Forbearance for Unemployed Borrowers (forgiveness of payment arrears on behalf of unemployed borrowers or traditional forbearance programs for unemployed borrowers to keep them in their homes until they can resume payments), (d) Deficiency Waivers (waiver of valid claims on borrower deficiency balances on first or second lien mortgages), (e) Forgiveness of Principal Associated with a Property When No Foreclosure (forgiveness of principal associated with a property in connection with a decision not to pursue foreclosure), (f) Cash Costs Paid by Servicer for Demolition of Property (payments to demolish properties to prevent blight), and (g) REO Properties Donated (properties owned by Service/Investors that are donated to municipalities, nonprofits, disabled servicemembers, or families of deceased servicemembers).

⁷ Refinances Completed represents eligible loans refinanced with reduced rates. The estimated annual relief provided to borrowers is the product of the average interest rate reduction and the total unpaid principal balance. See below for information on Refinances Completed by each Servicer.

	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL REFINANCES COMPLETED - ALL SERVICERS		
	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction
Refinances Completed	\$329,162	2	2.41%				\$3,601,457	18	2.1%	\$4,961,621	26	1.69%	\$5,603,305	21	2.24%	\$14,495,545	67	2.03%

* Trials Offered/Approved represents all first lien mortgages where lien modification offers were made to the borrower.

* Trials Started/In Process represents all first lien mortgages that had made any payments in a trial modification after March 1, 2012.

Appendix X: State Consumer Relief Information District of Columbia

	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL CONSUMER RELIEF - ALL SERVICERS		
	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower
CONSUMER RELIEF																		
Completed 1st Lien Modification Forgiveness ¹	\$332,700	3	\$112,567				\$249,254	2	\$124,627	\$507,228	5	\$101,446				\$1,094,182	10	\$109,418
Completed Forgiveness of pre-3/1/2012 Forbearance ²							\$321,206	3	\$107,069	\$2,400	2	\$1,200				\$328,606	5	\$65,721
Completed 2nd Lien Modifications ³							\$38,367	4	\$22,092	\$12,968	1	\$12,968				\$101,335	5	\$20,267
Completed 2nd Lien Extinguishments ⁴	\$631,471	4	\$157,868													\$631,471	4	\$157,868
Short Sales Completed ⁵	\$837,284	7	\$119,612	\$3,364,339	32	\$105,136	\$583,875	5	\$116,775	\$2,131,897	18	\$118,439	\$242,073	4	\$60,518	\$7,159,468	66	\$108,477
Total Other Program Activity ⁶				\$16,500	10	\$1,650	\$1,500	1	\$1,500	\$253,277	14	\$18,091				\$271,277	25	\$10,851
Refinances Completed - Estimated Consumer Relief ⁷							\$17,500	6	\$2,917	\$44,475	7	\$6,354	\$43,382	7	\$6,197	\$105,015	20	\$5,251
Total Consumer Relief	\$1,806,455	14	\$129,033	\$3,380,839	42	\$80,496	\$1,261,361	21	\$60,065	\$2,957,245	47	\$62,920	\$285,455	11	\$25,950	\$9,691,354	135	\$71,768
CONSUMER RELIEF - IN PROCESS																		
Trials Offered/Approved ⁸	\$130,776	1	\$130,776	\$1,409,899	15	\$93,993	\$580,939	5	\$116,188	\$2,043,050	16	\$127,691	\$498,438	5	\$99,688	\$4,663,102	42	\$111,026
Trials Started/In Process ⁹				\$365,546	4	\$91,387	\$580,751	5	\$116,150	\$1,731,295	19	\$91,121	\$526,908	6	\$87,818	\$3,204,500	34	\$94,250
TOTAL CONSUMER RELIEF - ALL SERVICERS	\$1,937,231	15	\$129,146	\$3,746,385	46	\$81,684	\$1,842,110	26	\$71,236	\$4,674,345	65	\$71,911	\$724,396	11	\$65,838	\$12,855,454	169	\$76,994

Note:
* Any differences in adding are due to rounding.

DEFINITIONS:

- ¹ Completed 1st Lien Modification Forgiveness represents finalized first lien principal reduction permanent modifications (including converted trial modifications).
- ² Completed Forgiveness of pre-3/1/2012 Forbearance represents forgiveness of deferred principal from pre-settlement permanent modification of first lien mortgages.
- ³ Completed 2nd Lien Modification Forgiveness represents finalized second lien principal reduction permanent modifications.
- ⁴ Completed 2nd Lien Extinguishments represents finalized second lien mortgage extinguishments (forgiveness of the entire balance and release of lien).
- ⁵ Short Sales Completed represents the forgiveness of first or second lien mortgage remaining balances to facilitate short sale transactions. Includes deeds in lieu completed which represents the forgiveness of first or second lien mortgage remaining balances to facilitate transactions in which borrower deeds the residence to Services/investor in lieu of foreclosure.
- ⁶ Other consumer relief programs include: (a) Enhanced Borrower Transitional Funds Paid by Servicer (transitional funds in an amount greater than \$1,500 provided to homeowners to facilitate completion of short sales or deeds in lieu of foreclosure), (b) Servicer Payments to Unrelated 2nd Lien Holder for Release of 2nd Lien (payments to unrelated second lien holders for release of second lien mortgages in connection with short sale or deeds-in-lieu transactions), (c) Forbearance for Unemployed Borrowers (forgiveness of payment arrearages on behalf of unemployed borrowers or traditional forbearance program for unemployed borrowers to keep them in their homes until they can resume payments), (d) Deficiency Waivers (waiver of valid claims on borrower deficiency balances on first or second lien mortgages), (e) Forgiveness of Principal Associated with a Property When No Foreclosure (forgiveness of principal associated with a property in connection with a decision not to pursue foreclosure), (f) Cash Costs Paid by Servicer for Demolition of Property (payments to demolish properties to prevent blight), and (g) REO Properties Donated (properties owned by Servicers/investors that are donated to municipalities, nonprofits, disabled servicemembers, or families of deceased servicemembers).
- ⁷ Refinances Completed represents eligible loans refinanced with reduced rates. The estimated annual relief provided to borrowers is the product of the average interest rate reduction and the total unpaid principal balance. See below for information on Refinances Completed by each Servicer.

	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL REFINANCES COMPLETED - ALL SERVICERS		
	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction
Refinances Completed							\$1,492,273	6	1.1%	\$2,174,477	7	2.05%	\$2,075,679	7	2.09%	\$5,742,429	20	1.83%

- * Trials Offered/Approved represents all first lien mortgages where lien modification offers were made to the borrower.
- * Trials Started/In Process represents all first lien mortgages that had made any payments in a trial modification after March 1, 2012.

Appendix X: State Consumer Relief Information Florida

CONSUMER RELIEF	BANK OF AMERICA				CITI				CHASE				WELLS				TOTAL CONSUMER RELIEF - ALL SERVICERS	
	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	
Completed 1st Lien Modification Programs ¹	\$4,021,889	96	\$42,000			\$4,851,873	60	\$80,985	\$79,079,654	562	\$100,618	\$26,459,764	276	\$96,548	\$75,383,180	1,022	\$74,075	
Completed Refinements of pre-2/27/2002 Refinance ²	\$329,004	4	\$82,251			\$26,588,864	435	\$61,124	\$10,006,048	194	\$51,578	\$374,526	12	\$31,127	\$37,291,442	645	\$57,625	
Completed 2nd Lien Modification ³	\$75,048	2	\$37,524			\$1,836,946	63	\$29,169	\$295,297	21	\$14,062	\$128,907	43	\$29,730	\$2,626,218	129	\$20,316	
Completed 2nd Lien-Refinements ⁴	\$179,654	143	\$1,250			\$6,427,327	121	\$53,199	\$4,330,459	3,572	\$1,215	\$2,601,345	30	\$86,715	\$31,763,227	482	\$65,866	
Short Sale Completed ⁵	\$65,596,678	492	\$133,327			\$806,426,780	7,284	\$110,712	\$19,082,299	655	\$29,133	\$439,840,529	3,572	\$123,239	\$1,013,145,832	1,051	\$96,362	
Retention Completed - Estimated Consumer Relief ⁶	\$40,483	8	\$5,060			\$10,021,844	1,939	\$5,173	\$9,223,111	20	\$4,624	\$28,244,829	1,439	\$19,627	\$1,999,089	482	\$4,146	
Total Consumer Relief	\$80,229,988	745	\$107,697			\$880,083,102	9,431	\$94,076	\$202,074,641	1,623	\$124,532	\$6,712,344	1,705	\$3,940	\$6,658,877	1,716	\$3,872	
CONSUMER RELIEF - IN PROGRESS																		
Total	\$559,786	6	\$93,298			\$263,774,825	1,290	\$204,102	\$20,571,917	235	\$87,585	\$23,925,113	210	\$113,714	\$49,955,077	647	\$77,258	
Outstanding ⁷	\$340,745	4	\$85,186			\$203,652,307	755	\$270,904	\$19,407,570	225	\$86,520	\$29,990,893	259	\$114,072	\$45,520,200	704	\$64,607	
Total Consumer Relief - ALL SERVICERS	\$1,159,774	751	\$154,485			\$1,083,857,927	10,721	\$100,182	\$222,046,558	1,858	\$124,532	\$13,424,688	1,915	\$138,472	\$134,000,299	2,663	\$107,947	

Note:
* Any difference is due to rounding.

- DEFINITIONS:**
- 1) Completed 1st Lien Modification Programs represents completed first lien principal reduction payments (including completed but not yet disbursed).
 - 2) Completed Refinements of pre-2/27/2002 Refinance represents refinements of existing principal from pre-2008 loan programs (including completed but not yet disbursed).
 - 3) Completed 2nd Lien Modification represents completed second lien principal reduction payments (including completed but not yet disbursed).
 - 4) Completed 2nd Lien-Refinements represents completed second lien principal reduction payments (including completed but not yet disbursed).
 - 5) Short Sale Completed represents the forgiveness of first or second lien mortgage remaining balances to bring short sale transactions. Includes debts in lieu of completion which represent the forgiveness of first or second lien mortgage remaining balances to finalize transactions in which borrower debts are reduced to zero (including in lieu of foreclosure).
 - 6) Retention Completed - Estimated Consumer Relief represents the estimated amount of relief provided to borrowers in the product of the average interest rate reduction and the total unpaid principal balance. See below for additional information on Retention Completed by each Servicer.
 - 7) Total Outstanding represents all first lien mortgages where loan modification offers were made to the borrower.
 - 8) Total Short Sale In Progress represents all first lien mortgages that had made any payment to a third modification after March 1, 2002.

TOTAL REFINANCES COMPLETED - ALL SERVICERS	ATIV				BANK OF AMERICA				CITI				CHASE				WELLS			
	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction		
Refinances Completed	\$1,480,539	8	2.73%				\$66,313,146	419	2.0%	\$357,535,815	1,705	1.88%	\$303,526,487	1,736	2.18%	\$728,855,987	3,968	2.02%		

Appendix X: State Consumer Relief Information Georgia

CONSUMER RELIEF	AT&T			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL CONSUMER RELIEF - ALL SERVICES					
	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower			
Completed 1st Lien Modification Program ¹	\$2,392,486	48	\$49,852																		
Completed Refinance of pre-3/1/2007 Refinance ²	\$5,000	1	\$5,000																		
Completed 2nd Lien Modification ³	\$3,016	1	\$3,016																		
Completed 2nd Lien Modification ⁴	\$116,161	30	\$3,872	\$28,161	17	\$1,657	\$1,062,429	17	\$62,502	\$48,318	17	\$2,843	\$1,062,429	17	\$62,502						
Short Sales Completed ⁵	\$4,414,918	78	\$56,473	\$46,028,688	811	\$56,850	\$3,357,650	150	\$22,483	\$4,017,432	621	\$6,471	\$3,357,650	150	\$22,483	\$3,694,271	123	\$30,044	\$3,486,050	77	\$45,273
Total Other Program Activity ⁶	\$2,754,708	377	\$7,308	\$433,588	239	\$1,814	\$46,205	11	\$4,246	\$3,178,501	518	\$6,137	\$682,824	79	\$8,644	\$37,001,327	1,172	\$31,608			
Refinance Completed - Out-of-State Consumer Relief ⁷	\$13,912	6	\$2,319				\$116,258	201	\$578	\$1,031,841	229	\$4,484	\$2,871,000	864	\$3,330	\$3,042,207	1,299	\$2,338			
Total Consumer Relief	\$38,010,927	541	\$70,000	\$42,046,458	1,047	\$40,150	\$23,202,277	799	\$29,290	\$81,566,286	1,481	\$55,106	\$16,749,267	1,086	\$15,442	\$220,082,296	4,094	\$53,824			
CONSUMER RELIEF - IN PROGRESS																					
Total Other/Refinance ⁸	\$190,295	2	\$95,148	\$41,984,597	437	\$95,852	\$1,854,810	177	\$10,476	\$24,412,752	268	\$91,281	\$5,788,336	90	\$64,235	\$86,278,623	1,084	\$79,602			
Total Success ⁹	\$12,000	1	\$12,000	\$17,783,916	801	\$22,202	\$13,201,642	766	\$17,235	\$33,584,148	579	\$58,004	\$3,984,165	71	\$53,843	\$65,503,071	1,000	\$65,503			
TOTAL CONSUMER RELIEF - ALL SERVICES \$230,093,216																					

Note:
• Key differences in adding are due to rounding.

DEFINITIONS:

- 1. Completed 1st Lien Modification Program represents finished 1st lien principal reduction program modifications (including completed full modification).
- 2. Completed Refinance of pre-3/1/2007 Refinance represents the principal reduction program of refinancing 1st lien from pre-3/1/2007 to 3/1/2007.
- 3. Completed 2nd Lien Modification represents finished second lien principal reduction program modifications.
- 4. Completed 2nd Lien Modification represents finished second lien principal reduction program modifications.
- 5. Short Sales Completed represents the completion of first or second lien mortgage involving balance to liquidate short sale transactions. Includes deeds in lieu of foreclosure and releases of lien.
- 6. Total Other Program Activity includes: (A) 1st Lien Refinance - Forward Funded First Lien Refinance (transferred funds in an amount greater than \$1,000 provided to borrowers to facilitate completion of short sales or deeds in lieu of foreclosure), (B) Service Payments via Unlinked 2nd Lien Holders for Refinance of 2nd Lien (amounts to unlinked second lien holders for release of second lien mortgages in connection with short sale or deed-in-lieu transaction), (C) Refinance of Payment Arrangements on behalf of unlinked borrowers or traditional lender's program for unlinked borrowers to keep them in their homes until they can return payment, (D) Refinance of Payment Arrangements on behalf of unlinked borrowers or traditional lender's program for unlinked borrowers to keep them in their homes until they can return payment, (E) Refinance of Payment Arrangements on behalf of unlinked borrowers or traditional lender's program for unlinked borrowers to keep them in their homes until they can return payment, (F) Cash Costs Paid by Service for Duration of Property (payments to lender's properties to prevent blight), and (G) REO Properties (partial properties owned by Service/relators that are deeded to municipalities, privately, established servicers, or families of deceased servicers).
- 7. Refinance - Completed refinances include loans refinanced with reduced rates. The estimate amount relief provided to borrowers is the product of the average interest rate reduction and the total unpaid principal balance. See below for information on Refinance Completed by each Service.
- 8. Other/Refinance represents all other refinances.
- 9. Total Success represents all first lien mortgages where first modification offers were made to the borrower.

TOTAL REMAINING COMPLETED - ALL SERVICES	AT&T			BANK OF AMERICA			CITI			CHASE			WELLS		
	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction
Refinances Completed	\$728,986	6	3.14%	\$40,654,326	301	2.7%	\$49,007,317	228	2.1%	\$135,070,446	864	2.1%	\$225,461,075	1,399	2.24%

Appendix X: State Consumer Relief Information Hawaii

	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL CONSUMER RELIEF - ALL SERVICERS		
	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower
CONSUMER RELIEF																		
Completed 1st Lien Modification Forgiveness ¹	\$271,300	2	\$135,650							\$210,064	3	\$70,021	\$46,661	1	\$46,661	\$528,045	6	\$88,008
Completed Forgiveness of pre-3/1/2012 Forbearance ²							\$303,174	5	\$60,635							\$303,174	5	\$60,635
Completed 2nd Lien Modifications ³							\$283,300	5	\$56,620							\$283,300	5	\$56,620
Completed 2nd Lien Extinguishments ⁴	\$1,099,939	30	\$36,665				\$138,079	2	\$69,040				\$72,297	2	\$36,149	\$1,314,776	34	\$38,658
Short Sales Completed ⁵	\$1,532,477	14	\$109,463	\$23,661,273	167	\$141,684	\$1,675,608	16	\$104,726	\$5,795,717	40	\$144,893	\$2,178,179	17	\$128,105	\$34,843,255	254	\$137,178
Total Other Program Activity ⁶	\$2,119,652	12	\$176,638	\$84,735	34	\$2,492				\$360,396	18	\$20,022				\$2,564,783	64	\$40,075
Refinances Completed - Estimated Consumer Relief ⁷	\$39,832	3	\$13,277				\$5,594	2	\$2,797	\$8,791	2	\$4,396	\$101,990	7	\$14,570	\$156,208	14	\$11,158
Total Consumer Relief	\$5,062,601	41	\$123,478	\$23,746,008	201	\$118,139	\$2,405,598	30	\$80,185	\$6,374,969	63	\$101,190	\$2,404,328	27	\$89,042	\$39,993,280	362	\$110,479
CONSUMER RELIEF - IN PROCESS																		
Trials Offered/Approved ⁸				\$6,842,317	33	\$207,343	\$294,094	5	\$58,819	\$1,602,833	14	\$114,488	\$532,049	4	\$133,012	\$9,271,293	56	\$165,559
Trials Started/In Process ⁹				\$2,727,335	17	\$160,420	\$294,094	5	\$58,819	\$2,307,799	23	\$100,339	\$208,958	2	\$104,479	\$5,532,385	47	\$117,807
TOTAL CONSUMER RELIEF - ALL SERVICERS \$39,993,280																		

Note:

* Any differences in adding are due to rounding.

DEFINITIONS:

¹ Completed 1st Lien Modification Forgiveness represents finalized first lien principal reduction permanent modifications (including converted trial modifications).

² Completed Forgiveness of pre-3/1/2012 Forbearance represents forgiveness of deferred principal from pre-settlement permanent modification of first lien mortgages.

³ Completed 2nd Lien Modification Forgiveness represents finalized second lien principal reduction permanent modifications.

⁴ Completed 2nd Lien Extinguishments represents finalized second lien mortgage extinguishments (forgiveness of the entire balance and release of lien).

⁵ Short Sales Completed represents the forgiveness of first or second lien mortgage remaining balances to facilitate short sale transactions. Includes deeds in lieu completed which represents the forgiveness of first or second lien mortgage remaining balances to facilitate transactions in which borrower deeds the residence to Service/Investor in lieu of foreclosure.

⁶ Other consumer relief programs include: (a) Enhanced Borrower Transitional Funds Paid by Servicer (transitional funds in an amount greater than \$1,500 provided to homeowners to facilitate completion of short sales or deeds in lieu of foreclosure), (b) Servicer Payments to Unlabeled 2nd Lien Holder for Release of 2nd Lien (payments to unlabeled second lien holders for release of second lien mortgages in connection with short sale or deeds-in-lieu transactions), (c) Forbearance for Unemployed Borrowers (forgiveness of payment arrearages on behalf of unemployed borrowers or traditional forbearance programs for unemployed borrowers to keep them in their homes until they can resume payments), (d) Deficiency Waivers (waiver of valid claims on borrower deficiency balances on first or second lien mortgages), (e) Forgiveness of Principal Associated with a Property When No Foreclosure (forgiveness of principal associated with a property in connection with a decision not to pursue foreclosure), (f) Cash Costs Paid by Servicer for Demolition of Property (payments to demolish properties to prevent blight), and (g) REO Properties Donated (properties owned by Servicers/Investors that are donated to municipalities, nonprofits, disabled servicemembers, or families of deceased servicemembers).

⁷ Refinances Completed represents eligible loans refinanced with reduced rates. The estimated annual relief provided to borrowers is the product of the average interest rate reduction and the total unpaid principal balance. See below for information on Refinances Completed by each Servicer.

	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL REFINANCES COMPLETED - ALL SERVICERS		
	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction
Refinances Completed	\$1,665,450	3	2.39%				\$643,942	2	0.9%	\$507,486	2	1.73%	\$3,504,835	7	2.91%	\$6,321,712	14	2.47%

⁸ Trials Offered/Approved represents all first lien mortgages where lien modification offers were made to the borrower.

⁹ Trials Started/In Process represents all first lien mortgages that had made any payments in a trial modification after March 1, 2012.

Appendix X: State Consumer Relief Information Idaho

CONSUMER RELIEF	ALTY				BANK OF AMERICA				CITI				CHASE				WELLS				TOTAL CONSUMER RELIEF - ALL SERVICES			
	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower			
Completed 1st Lien Modification Programs*	\$194,000	3	\$64,667				\$106,586	3	\$35,529	\$209,658	2	\$104,729	\$435,980	3	\$145,327	\$1,006,733	13	\$77,441	\$861,264	18	\$47,848			
Completed Refinance Programs of pre-3/7/2002 Refinance*							\$861,264	18	\$47,848				\$18,085	2	\$9,043	\$402,256	9	\$44,695	\$861,264	9	\$95,544			
Completed 2nd Lien Modification*							\$150,271	7	\$21,467				\$185,938	3	\$61,979	\$231,987	9	\$25,776						
Completed 2nd Lien-Excluded*	\$68,142	1	\$68,142				\$190,102	5	\$38,020				\$185,938	3	\$61,979	\$231,987	9	\$25,776						
Smart Start*	\$100,018	13	\$7,694	\$548,631	313	\$1,753	\$2,038,376	39	\$52,266	\$3,569,290	87	\$40,900	\$2,536,444	33	\$76,862	\$39,028,072	485	\$80,470						
Total Other Program Activities*	\$2,363,546	29	\$81,502	\$176,647	65	\$2,703	\$7,500	\$7,500	\$2,250	\$300,338	17	\$17,667	\$46,043	13	\$3,542	\$2,863,714	126	\$22,729						
Refinance Completed - Estimated Consumer Relief*	\$17,101	2	\$8,551				\$23,441	2	\$11,721				\$72,001	28	\$2,571	\$127,046	64	\$1,984						
Total Consumer Relief	\$3,971,116	46	\$86,328	\$24,999,692	378	\$66,137	\$3,994,484	149	\$26,437	\$1,360,099	134	\$10,152	\$3,979,964	120	\$33,181	\$42,244,748	629	\$67,480						
CONSUMER RELIEF - IN PROCESS																								
Total Offered/Approved*				\$4,310,437	34	\$126,776	\$80,291	14	\$5,735	\$1,060,850	18	\$58,936	\$1,206,941	17	\$70,994	\$7,211,219	83	\$86,882						
Total Standard In Process*				\$684,401	33	\$20,740	\$80,291	14	\$5,735	\$1,944,276	31	\$62,735	\$675,716	9	\$75,080	\$4,089,895	47	\$86,043						
TOTAL CONSUMER RELIEF - ALL SERVICES \$452,406,758																								

Note:
* Key differences in coding are due to rounding.

- DEFINITIONS:**
- 1. Completed 1st Lien Modification Programs represent finished first lien principal reduction programs (including completed and modifications).
 - 2. Completed Refinance Programs of pre-3/7/2002 Refinance represent finished first lien principal reduction programs (including completed and modifications).
 - 3. Completed 2nd Lien Modification Programs represent finished second lien principal reduction programs (including completed and modifications).
 - 4. Completed 2nd Lien-Excluded Programs represent finished second lien principal reduction programs (including completed and modifications).
 - 5. Smart Start: Completed represents the beginning of first or second lien mortgage reworking. Borrowers to be called about late borrowers. Includes death in line completed which represents the forgiveness of first or second lien mortgage remaining balances to facilitate transactions in which borrower death is residence to borrower/executor in lieu of foreclosure.
 - 6. Other consumer relief programs include: (A) Enhanced Borrower Financial Funds Paid by Servicer (financial funds in an amount greater than \$1,500 provided to borrowers to facilitate completion of short sales or death in lieu of foreclosure); (B) Servicer Payments to Unsettled 2nd Lien Holder for Release of 2nd Lien (agreement to extend second lien holder for release of second lien mortgages in connection with short sale or death in lieu of foreclosure); (C) Enhancement for Unsettled Borrowers (agreement of payment arrangements on behalf of unassigned borrowers or traditional insurance programs for unassigned borrowers to keep them in their homes and they can resume payments); (D) Delinquency Waiver (waiver of credit claims on borrower delinquent balances on first or second lien mortgages); (E) Forgiveness of Principal Associated with a Property When No Foreclosure (forgiveness of principal associated with property in connection with a decision not to pursue foreclosure); (F) Cash Card Paid by Servicer (Discretion of Property) (payments to delinquent borrowers to provide legal and (G) HELOC Program in Default (properties owned by Servicer/Owner that are delinquent to mortgagee); (H) delinquent service members; or (I) service of deceased service members).
 - 7. Refinances: Completed represents eligible loans refinanced with reduced rates. The estimated annual relief provided to borrowers is the product of the average interest rate reduction and the total unpaid principal balance. See below for information on Refinances Completed by each Servicer.

TOTAL REMAINING COMPLETED - ALL SERVICES	ALTY				BANK OF AMERICA				CITI				CHASE				WELLS			
	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction		
\$724,297	2	3.29%	\$10,628,310	75	2.2%	\$10,458,342	28	2.03%	\$10,941,344	64	2.99%	\$32,752,292	169	2.43%						

* This Offered/Approved represents all first lien mortgages where loan modification offers were made to the borrower.
* This Standard In Process represents all first lien mortgages that had made any payments in a full modification after March 1, 2012.

Appendix X: State Consumer Relief Information Illinois

CONSUMER RELIEF	BANK OF AMERICA					CITI					CHASE					WELLS					TOTAL CONSUMER RELIEF - ALL SERVICES	
	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers		
Completed 1st Lien Modification Programs*	\$4,522,492	47	\$96,233			\$4,219,270	58	\$72,746	\$18,448,975	86	\$99,296	\$1,716,454	60	\$90,033	\$34,485,392	371	\$92,953					
Completed 2nd Lien Modification Programs*	\$3,099,933	3	\$2,664,644			\$19,044,427	329	\$59,333	\$1,306,643	30	\$43,542	\$235,455	3	\$78,532	\$20,706,945	354	\$58,164					
Completed 2nd Lien Modification Programs*	\$1,346,457	16	\$84,154			\$1,283,386	56	\$22,102				\$29,476	9	\$3,883	\$1,357,055	68	\$19,957					
Completed 2nd Lien Modification Programs*	\$1,346,457	16	\$84,154			\$2,666,075	48	\$55,542				\$188,027	5	\$37,604	\$4,677,457	63	\$74,245					
Completed 2nd Lien Modification Programs*	\$10,508,448	88	\$119,414			\$108,327,572	1,047	\$103,656	\$27,922,208	330	\$84,433	\$10,629,493	944	\$70,659	\$12,859,972	146	\$88,082	\$26,447,894	2,555	\$102,238		
Completed 2nd Lien Modification Programs*	\$23,332,299	242	\$96,414			\$34,538	76	\$1,707	\$5,722	23	\$2,249	\$5,847,430	235	\$17,827	\$79,493	97	\$814	\$20,357,932	808	\$24,244		
Completed 2nd Lien Modification Programs*	\$19,566	2	\$9,783			\$108,656	372	\$390				\$1,873,935	192	\$9,778	\$112,495	77	\$1,461	\$4,281,014	949	\$4,455		
Total Consumer Relief	\$20,787,318	405	\$98,240	\$109,338,970	1,253	\$80,123	\$64,449,094	1,270	\$46,433	\$109,130,538	1,881	\$48,690	\$22,554,048	517	\$43,825	\$357,346,585	1,348	\$67,897				
CONSUMER RELIEF - IN PROGRESS																						
Total Outstanding	\$322,050	2	\$161,025	\$72,275,361	544	\$132,877	\$15,558,601	795	\$19,588	\$78,005,657	798	\$97,758	\$46,832,346	161	\$104,549	\$192,054,025	1,700	\$90,031				
Total In Progress*	\$276,050	1	\$276,050	\$30,855,695	281	\$110,162	\$15,631,946	794	\$19,785	\$58,553,038	970	\$59,280	\$12,806,491	180	\$71,475	\$146,021,271	1,548	\$94,370				
TOTAL CONSUMER RELIEF - ALL SERVICES \$357,346,585																						

Note:
* Any difference is adding one due to rounding

DEFINITIONS:

- 1. Completed 1st Lien Modification Programs represents finished 1st lien principal reduction program modifications (including completed or in progress).
- 2. Completed 2nd Lien Modification Programs represents finished 2nd lien principal reduction program modifications (including completed or in progress).
- 3. Completed 2nd Lien Modification Programs represents finished 2nd lien principal reduction program modifications (including completed or in progress).
- 4. Completed 2nd Lien Modification Programs represents finished 2nd lien principal reduction program modifications (including completed or in progress).
- 5. Total Outstanding represents the aggregate of first or second lien mortgage remaining balances as of the reporting date, including balances on which borrower debts the lender to Service Provider in lieu of income.
- 6. Total In Progress represents the aggregate of first or second lien mortgage remaining balances as of the reporting date, including balances on which borrower debts the lender to Service Provider in lieu of income.
- 7. Total Consumer Relief represents the aggregate of first or second lien mortgage remaining balances as of the reporting date, including balances on which borrower debts the lender to Service Provider in lieu of income.
- 8. Total Consumer Relief represents the aggregate of first or second lien mortgage remaining balances as of the reporting date, including balances on which borrower debts the lender to Service Provider in lieu of income.
- 9. Total Consumer Relief represents the aggregate of first or second lien mortgage remaining balances as of the reporting date, including balances on which borrower debts the lender to Service Provider in lieu of income.
- 10. Total Consumer Relief represents the aggregate of first or second lien mortgage remaining balances as of the reporting date, including balances on which borrower debts the lender to Service Provider in lieu of income.
- 11. Total Consumer Relief represents the aggregate of first or second lien mortgage remaining balances as of the reporting date, including balances on which borrower debts the lender to Service Provider in lieu of income.
- 12. Total Consumer Relief represents the aggregate of first or second lien mortgage remaining balances as of the reporting date, including balances on which borrower debts the lender to Service Provider in lieu of income.
- 13. Total Consumer Relief represents the aggregate of first or second lien mortgage remaining balances as of the reporting date, including balances on which borrower debts the lender to Service Provider in lieu of income.
- 14. Total Consumer Relief represents the aggregate of first or second lien mortgage remaining balances as of the reporting date, including balances on which borrower debts the lender to Service Provider in lieu of income.
- 15. Total Consumer Relief represents the aggregate of first or second lien mortgage remaining balances as of the reporting date, including balances on which borrower debts the lender to Service Provider in lieu of income.
- 16. Total Consumer Relief represents the aggregate of first or second lien mortgage remaining balances as of the reporting date, including balances on which borrower debts the lender to Service Provider in lieu of income.
- 17. Total Consumer Relief represents the aggregate of first or second lien mortgage remaining balances as of the reporting date, including balances on which borrower debts the lender to Service Provider in lieu of income.
- 18. Total Consumer Relief represents the aggregate of first or second lien mortgage remaining balances as of the reporting date, including balances on which borrower debts the lender to Service Provider in lieu of income.
- 19. Total Consumer Relief represents the aggregate of first or second lien mortgage remaining balances as of the reporting date, including balances on which borrower debts the lender to Service Provider in lieu of income.
- 20. Total Consumer Relief represents the aggregate of first or second lien mortgage remaining balances as of the reporting date, including balances on which borrower debts the lender to Service Provider in lieu of income.
- 21. Total Consumer Relief represents the aggregate of first or second lien mortgage remaining balances as of the reporting date, including balances on which borrower debts the lender to Service Provider in lieu of income.

CONSUMER RELIEF	BANK OF AMERICA					CITI					CHASE					WELLS					TOTAL CONSUMER RELIEF - ALL SERVICES	
	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers		
Completed 1st Lien Modification Programs*	\$174,824	7	\$33,789			\$50,715,179	372	\$2,398	\$95,121,178	393	\$19,369	\$38,499,861	177	\$2,164	\$185,520,042	949	\$19,548					
TOTAL CONSUMER RELIEF - ALL SERVICES \$357,346,585																						

* Total Outstanding represents all first lien mortgages where first modification offers were made to the borrower

* Total In Progress represents all first lien mortgages that had made any payments in a first modification after March 1, 2012

Appendix X: State Consumer Relief Information Indiana

	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL CONSUMER RELIEF - ALL SERVICERS		
	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower
CONSUMER RELIEF																		
Completed 1st Lien Modification Forgiveness ¹	\$231,759	9	\$25,751				\$616,570	25	\$24,663	\$876,253	24	\$36,511	\$75,742	2	\$37,871	\$1,800,323	60	\$30,005
Completed Forgiveness of pre-3/1/2012 Forbearance ²							\$1,009,245	44	\$22,937							\$1,009,245	44	\$22,937
Completed 2nd Lien Modifications ³	\$94,000	4	\$23,500				\$70,926	5	\$14,185							\$64,926	9	\$18,325
Completed 2nd Lien-Extinguishments ⁴	\$494,734	10	\$49,473	\$30,337	1	\$30,337	\$290,097	9	\$32,233			\$115,879	2	\$57,940	\$991,047	22	\$45,020	
Short Sales Completed ⁵	\$1,790,986	33	\$54,272	\$8,763,337	157	\$55,817	\$1,641,377	44	\$37,304	\$8,430,048	147	\$57,347	\$606,565	7	\$86,652	\$21,232,313	388	\$54,722
Total Other Program Activity ⁶	\$7,025,882	143	\$49,132	\$43,263	23	\$1,881	\$6,000	3	\$2,000	\$1,006,347	53	\$20,874	\$167,753	16	\$10,485	\$8,349,245	238	\$35,081
Refinances Completed - Estimated Consumer Relief ⁷	\$41,404	8	\$5,176				\$485,684	176	\$2,760	\$56,202	10	\$5,620	\$176,128	35	\$5,032	\$759,438	229	\$3,316
Total Consumer Relief	\$9,678,765	207	\$46,757	\$8,836,938	181	\$48,823	\$4,179,898	306	\$13,664	\$10,468,849	234	\$44,739	\$1,142,067	62	\$18,420	\$34,246,517	990	\$34,562
CONSUMER RELIEF - IN PROCESS																		
Trials Offered/Approved ⁸	\$70,216	1	\$70,216	\$3,810,347	57	\$66,848	\$2,578,770	78	\$33,061	\$4,101,760	123	\$33,348	\$367,230	9	\$40,803	\$10,928,323	268	\$40,777
Trials Started/In Process ⁹				\$1,272,894	21	\$60,652	\$2,380,466	71	\$33,528	\$5,262,579	157	\$33,520	\$133,989	1	\$44,663	\$9,054,908	252	\$35,952
TOTAL CONSUMER RELIEF - ALL SERVICERS \$34,246,517																		

Note:

* Any differences in adding are due to rounding.

DEFINITIONS:¹ Completed 1st Lien Modification Forgiveness represents finalized first lien principal reduction permanent modifications (including converted trial modifications).² Completed Forgiveness of pre-3/1/2012 Forbearance represents forgiveness of deferred principal from pre-settlement permanent modification of first lien mortgages.³ Completed 2nd Lien Modification Forgiveness represents finalized second lien principal reduction permanent modifications.⁴ Completed 2nd Lien Extinguishments represents finalized second lien mortgage extinguishments (forgiveness of the entire balance and release of lien).⁵ Short Sales Completed represents the forgiveness of first or second lien mortgage remaining balances to facilitate short sale transactions. Includes deeds in lieu completed which represents the forgiveness of first or second lien mortgage remaining balances to facilitate transactions in which borrower deeds the residence to Servicer/Investor in lieu of foreclosure.⁶ Other consumer relief programs include: (a) Enhanced Borrower Transitional Funds Paid by Servicer (transitional funds in an amount greater than \$1,500 provided to homeowners to facilitate completion of short sales or deeds in lieu of foreclosure), (b) Servicer Payments to Unrelated 2nd Lien Holder for Release of 2nd Lien (payments to unrelated second lien holders for release of second lien mortgages in connection with short sale or deeds-in-lieu transactions), (c) Forbearance for Unemployed Borrowers (forgiveness of payment arrearages on behalf of unemployed borrowers or traditional forbearance programs for unemployed borrowers to keep them in their homes until they can resume payments), (d) Deficiency Waivers (waiver of valid claims on borrower deficiency balances on first or second lien mortgages), (e) Forgiveness of Principal Associated with a Property When No Foreclosure (forgiveness of principal associated with a property in connection with a decision not to pursue foreclosure), (f) Cash Costs Paid by Servicer for Demolition of Property (payments to demolish properties to prevent blight), and (g) REO Properties Donated (properties owned by Servicers/Investors that are donated to municipalities, nonprofits, disabled servicemembers, or families of deceased servicemembers).⁷ Refinances Completed represents eligible loans refinanced with reduced rates. The estimated annual relief provided to borrowers is the product of the average interest rate reduction and the total unpaid principal balance. See below for information on Refinances Completed by each Servicer.

	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL REFINANCES COMPLETED - ALL SERVICERS		
	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction
Refinances Completed	\$1,095,888	8	3.78%				\$18,011,697	176	2.7%	\$1,258,388	10	4.47%	\$4,989,474	35	3.53%	\$25,355,447	229	3.00%

⁸ Trials Offered/Approved represents all first lien mortgages where lien modification offers were made to the borrower.⁹ Trials Started/In Process represents all first lien mortgages that had made any payments in a trial modification after March 1, 2012.

Appendix X: State Consumer Relief Information Iowa

	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL CONSUMER RELIEF - ALL SERVICERS		
	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower
CONSUMER RELIEF																		
Completed 1st Lien Modification Forgiveness ¹	\$91,000	3	\$30,333				\$218,506	8	\$27,313	\$102,144	5	\$21,429	\$70,293	4	\$17,573	\$486,943	20	\$24,347
Completed Forgiveness of pre-3/1/2012 Forbearance ²							\$76,931	6	\$12,822							\$76,931	6	\$12,822
Completed 2nd Lien Modifications ³	\$28,200	2	\$14,100				\$40,101	3	\$13,367							\$68,301	5	\$13,660
Completed 2nd Lien-Extinguishments ⁴	\$150,867	5	\$30,173	\$35,442	1	\$35,442							\$107,245	4	\$26,811	\$293,554	10	\$29,355
Short Sales Completed ⁵	\$411,826	9	\$45,758	\$2,930,718	67	\$43,742	\$416,651	9	\$46,295	\$590,346	25	\$23,614	\$520,287	9	\$57,810	\$5,169,829	119	\$43,444
Total Other Program Activity ⁶				\$53,177	15	\$3,545	\$16,382	4	\$4,095	\$176,079	9	\$19,564	\$83,500	5	\$16,700	\$329,137	33	\$9,974
Refinances Completed - Estimated Consumer Relief ⁷	\$3,201	1	\$3,201				\$735,977	32	\$23,312	\$273	1	\$273	\$138,840	33	\$4,207	\$278,293	67	\$4,154
Total Consumer Relief	\$685,096	20	\$34,255	\$3,019,337	83	\$36,376	\$904,547	62	\$14,589	\$1,173,641	40	\$29,346	\$920,165	55	\$16,730	\$6,702,988	280	\$25,781
CONSUMER RELIEF - IN PROCESS																		
Trials Offered/Approved ⁸				\$477,340	9	\$53,038	\$695,729	21	\$33,130	\$435,627	19	\$22,928	\$302,071	14	\$21,577	\$1,910,767	63	\$30,330
Trials Started/In Process ⁹				\$322,646	4	\$80,662	\$695,473	21	\$33,118	\$338,585	17	\$19,917	\$99,699	5	\$19,940	\$1,456,403	47	\$30,987
TOTAL CONSUMER RELIEF - ALL SERVICERS \$6,702,988																		

Note:
* Any differences in adding are due to rounding.

DEFINITIONS:

- ¹ Completed 1st Lien Modification Forgiveness represents finalized first lien principal reduction permanent modifications (including converted trial modifications).
- ² Completed Forgiveness of pre-3/1/2012 Forbearance represents forgiveness of deferred principal from pre-settlement permanent modification of first lien mortgages.
- ³ Completed 2nd Lien Modification Forgiveness represents finalized second lien principal reduction permanent modifications.
- ⁴ Completed 2nd Lien Extinguishments represents finalized second lien mortgage extinguishments (forgiveness of the entire balance and release of lien).
- ⁵ Short Sales Completed represents the forgiveness of first or second lien mortgage remaining balances to facilitate short sale transactions. Includes deeds in lieu completed which represents the forgiveness of first or second lien mortgage remaining balances to facilitate transactions in which borrower deeds the residence to Services/Investor in lieu of foreclosure.
- ⁶ Other consumer relief programs include: (a) Enhanced Borrower Transitional Funds Paid by Servicer (transitional funds in an amount greater than \$1,500 provided to homeowners to facilitate completion of short sales or deeds in lieu of foreclosure), (b) Servicer Payments to Uninsured 2nd Lien Holder for Release of 2nd Lien (payments to unrelated second lien holders for release of second lien mortgages in connection with short sale or deeds-in-lieu transactions), (c) Forbearance for Unemployed Borrowers (forgiveness of payment arrearages on behalf of unemployed borrowers or traditional forbearance programs for unemployed borrowers to keep them in their homes until they can resume payments), (d) Deficiency Waivers (waiver of valid claims on borrower deficiency balances on first or second lien mortgages), (e) Forgiveness of Principal Associated with a Property When No Foreclosure (forgiveness of principal associated with a property in connection with a decision not to pursue foreclosure), (f) Cash Costs Paid by Servicer for Demolition of Property (payments to demolish properties to prevent blight), and (g) REO Properties Donated (properties owned by Servicers/Investors that are donated to municipalities, nonprofits, disabled servicemembers, or families of deceased servicemembers).
- ⁷ Refinances Completed represents eligible loans refinanced with reduced rates. The estimated annual relief provided to borrowers is the product of the average interest rate reduction and the total unpaid principal balance. See below for information on Refinances Completed by each Servicer.

	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL REFINANCES COMPLETED - ALL SERVICERS		
	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction
Refinances Completed	\$66,726	1	4.80%				\$4,649,766	32	2.9%	\$107,517	1	0.25%	\$3,824,807	33	3.63%	\$8,648,816	67	3.22%

⁸ Trials Offered/Approved represents all first lien mortgages where first lien modification offers were made to the borrower.
⁹ Trials Started/In Process represents all first lien mortgages that had made any payments in a trial modification after March 1, 2012.

Appendix X: State Consumer Relief Information Kansas

	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL CONSUMER RELIEF - ALL SERVICERS		
	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower
CONSUMER RELIEF																		
Completed 1st Lien Modification Forgiveness ¹	\$36,749	2	\$18,374				\$89,854	3	\$29,951	\$94,220	4	\$23,555	\$265,099	8	\$33,137	\$485,923	17	\$28,584
Completed Forgiveness of pre-3/1/2012 Forbearance ²							\$174,927	9	\$19,436							\$174,927	9	\$19,436
Completed 2nd Lien Modifications ³	\$62,300	2	\$31,150				\$53,580	4	\$13,395							\$115,880	6	\$19,313
Completed 2nd Lien-Extinguishments ⁴	\$83,454	2	\$41,727				\$119,924	4	\$29,481							\$197,408	6	\$32,901
Short Sales Completed ⁵	\$328,192	8	\$41,023	\$3,020,467	73	\$41,376	\$816,463	18	\$45,359	\$106,575	31	\$37,209	\$426,261	5	\$85,252	\$5,742,948	135	\$42,577
Total Other Program Activity ⁶	\$1,029,372	31	\$33,206	\$34,820	24	\$1,451	\$2,850	2	\$1,425	\$253,000	4	\$63,250	\$73,995	5	\$14,799	\$1,394,037	66	\$21,022
Refinances Completed - Estimated Consumer Relief ⁷	\$11,225	3	\$3,742				\$139,208	43	\$3,237	\$8,681	3	\$2,894	\$164,244	27	\$6,083	\$323,358	76	\$4,255
Total Consumer Relief	\$1,551,311	48	\$32,319	\$3,055,287	97	\$31,498	\$1,890,806	83	\$16,757	\$1,512,477	42	\$36,011	\$929,599	45	\$20,658	\$8,439,480	315	\$26,792
CONSUMER RELIEF - IN PROCESS																		
Trials Offered/Approved ⁸				\$1,293,617	25	\$51,745	\$731,289	18	\$40,627	\$793,071	21	\$37,765	\$443,402	13	\$34,108	\$3,261,379	77	\$42,354
Trials Started/In Process ⁹				\$444,435	8	\$55,554	\$731,289	18	\$40,627	\$1,007,205	30	\$33,573	\$265,099	8	\$33,137	\$2,448,028	64	\$38,250
TOTAL CONSUMER RELIEF - ALL SERVICERS \$8,439,480																		

Note:
* Any differences in adding are due to rounding.

DEFINITIONS:

- ¹ Completed 1st Lien Modification Forgiveness represents finalized first lien principal reduction permanent modifications (including converted trial modifications).
- ² Completed Forgiveness of pre-3/1/2012 Forbearance represents forgiveness of deferred principal from pre-settlement permanent modification of first lien mortgages.
- ³ Completed 2nd Lien Modification Forgiveness represents finalized second lien principal reduction permanent modifications.
- ⁴ Completed 2nd Lien Extinguishments represents finalized second lien mortgage extinguishments (forgiveness of the entire balance and release of lien).
- ⁵ Short Sales Completed represents the forgiveness of first or second lien mortgage remaining balances to facilitate short sale transactions. Includes deeds in lieu completed which represents the forgiveness of first or second lien mortgage remaining balances to facilitate transactions in which borrower deeds the residence to Servicer/investor in lieu of foreclosure.
- ⁶ Other consumer relief programs include: (a) Enhanced Borrower Transit Total Funds Paid by Servicer (transitional funds in an amount greater than \$1,500 provided to homeowners to facilitate completion of short sales or deeds in lieu of foreclosure), (b) Servicer Payments to Unrelated 2nd Lien Holder for Release of 2nd Lien (payments to unrelated second lien holders for release of second lien mortgages in connection with short sale or deeds in lieu transactions), (c) Forbearance for Unemployed Borrowers (forgiveness of payment arrearages on behalf of unemployed borrowers or traditional forbearance programs for unemployed borrowers to keep them in their homes until they can resume payments), (d) Deficiency Waiver (waiver of valid claims on borrower deficiency balances on first or second lien mortgages), (e) Forgiveness of Principal Associated with a Property When No Foreclosure (forgiveness of principal associated with a property in connection with a decision not to pursue foreclosure), (f) Cash Costs Paid by Servicer for Default on Property Payments to demolish properties to prevent blight, and (g) REO Properties Donated (properties owned by Servicer/investor that are donated to municipalities, nonprofits, disabled servicemembers, or families of deceased servicemembers).
- ⁷ Refinances Completed represents eligible loans refinanced with reduced rates. The estimated annual relief provided to borrowers is the product of the average interest rate reduction and the total unpaid principal balance. See below for information on Refinances Completed by each Servicer.

	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL REFINANCES COMPLETED - ALL SERVICERS		
	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction
Refinances Completed	\$392,713	3	2.86%				\$5,047,806	43	2.8%	\$243,887	3	3.56%	\$3,837,478	27	4.28%	\$9,521,884	76	3.40%

⁸ Trials Offered/Approved represents all first lien mortgages where lien modification offers were made to the borrower.
⁹ Trials Started/In Process represents all first lien mortgages that had made any payments in a trial modification after March 1, 2012.

Appendix X: State Consumer Relief Information Kentucky

	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL CONSUMER RELIEF - ALL SERVICERS		
	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower
CONSUMER RELIEF																		
Completed 1st Lien Modification Programs*	\$24,600	1	\$24,600				\$23,883	9	\$2,653	\$224,633	6	\$37,442	\$295,320	5	\$58,864	\$798,255	21	\$38,034
Completed 2nd Lien Modification Programs*	\$65,671	9	\$7,297	\$4,144,924	30	\$138,161	\$402,243	14	\$28,732	\$1,400,246	77	\$18,194	\$144,253	3	\$48,084	\$9,280,292	206	\$45,050
Completed 2nd Lien Modification Programs**	\$2,910,054	24	\$121,252	\$52,667	30	\$1,756	\$1,756	3	\$588,639	\$345,437	26	\$13,286	\$702,000	5	\$140,400	\$3,014,847	108	\$27,847
Completed 2nd Lien Modification Programs***	\$215,189	6	\$35,865				\$44,884	2	\$22,442							\$760,003	8	\$95,000
Short Sales Completed																		
Total Other Program							\$405,128	14	\$28,938									
Refinances Completed - Estimated Consumer Relief*	\$0,000	2	\$0,000				\$3,689	3	\$1,230									
Total Consumer Relief	\$3,432,004	92	\$37,304	\$4,976,641	133	\$37,379	\$1,768,750	98	\$18,048	\$3,997,007	112	\$35,608	\$732,439	42	\$17,439	\$4,133,103	477	\$20,829
CONSUMER RELIEF - IN PROCESS																		
Total																		
Offered/Approved				\$1,334,775	22	\$60,672	\$3,602,270	29	\$24,354	\$1,382,663	50	\$27,653	\$608,210	13	\$46,739	\$4,264,921	194	\$21,980
Total Started/In Process				\$458,926	20	\$22,946	\$871,922	28	\$31,137	\$1,017,351	61	\$16,683	\$348,981	6	\$58,364	\$3,205,160	105	\$30,525
TOTAL CONSUMER RELIEF - ALL SERVICERS																		

Note: * Any differences in adding are due to rounding.

DEFINITIONS:

- Completed 1st Lien Modification Programs represents finalized first lien principal reduction program modifications (including converted 2nd modifications).
- Completed 2nd Lien Modification Programs represents finalized second lien principal reduction program modifications (including converted 2nd modifications).
- Completed 2nd Lien Modification Programs*** represents finalized second lien mortgage relief programs (Requirements of the active balance and release of lien).
- Short Sales Completed represents finalized first or second lien mortgages resulting balance to facilitate short sale transactions. Includes deeds in lieu completed which represents the forgiveness of first or second lien mortgage remaining balances to facilitate transactions in which borrower deeds the residence to Servicer/Investor in lieu of foreclosure.
- Other consumer relief programs include: (a) Enhanced Borrower Transitional Funds Paid by Servicer (transitional funds in an amount greater than \$1,000 provided to borrowers to facilitate completion of short sales or deeds in lieu of foreclosures); (b) Servicer Payments to Unemployed 2nd Lien Holder for Release of 2nd Lien (payments to unemployed second lien holder for release of second lien mortgages in connection with short sale or deed-in-lieu transactions); (c) Forbearance for Unemployed Borrowers (payments of principal on behalf of unemployed borrowers or traditional forbearance program for unemployed borrowers to keep them in their homes until they can resume payments); (d) Delinquency Waivers (waiver of valid claims on borrower delinquency balances on first or second lien mortgages); (e) Payments of Principal Associated with a Property When No Foreclosure (payments of principal associated with a property in connection with a decision not to pursue foreclosure); (f) Cash Costs Paid by Servicer for Demolition of Property (payments to demolish properties owned by Servicer/Investors that are damaged by municipalities, nonprofits, disabled servicemembers, or families of deceased servicemembers); (g) Believers Completed represents eligible loans refinanced with reduced rates. The estimated annual rate provided to borrowers is the product of the average interest rate reduction and the total unpaid principal balance. See below for information on Refinances Completed by each Servicer.

	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL REFINANCES COMPLETED - ALL SERVICERS		
	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction
Refinances Completed	\$331,276	2	3.23%				\$4,965,219	50	2.9%	\$334,595	3	2.02%	\$4,971,362	29	3.90%	\$10,602,453	84	3.37%

* Trak Offered/Approved represents all first lien mortgages where firm modification offers were made to the borrower.

** Trak Started/In Process represents all first lien mortgages that had made any payments in a final modification after March 1, 2012.

Appendix X: State Consumer Relief Information Louisiana

	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL CONSUMER RELIEF - ALL SERVICERS		
	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower
CONSUMER RELIEF																		
Completed 1st Lien Modification Forgiveness ¹	\$290,200	7	\$41,457				\$159,808	9	\$17,756	\$332,740	9	\$36,971	\$495,442	12	\$41,287	\$1,278,190	37	\$34,546
Completed Forgiveness of pre-3/1/2012 Forbearance ²							\$425,938	18	\$23,663							\$425,938	18	\$23,663
Completed 2nd Lien Modifications ³							\$163,303	2	\$81,651							\$163,303	2	\$81,651
Completed 2nd Lien-Extinguishments ⁴				\$719	1	\$719										\$719	1	\$719
Short Sales Completed ⁵	\$118,739	11	\$10,794	\$2,710,395	50	\$54,208	\$328,181	18	\$18,232	\$3,075,643	59	\$52,130	\$50,762	1	\$50,762	\$7,283,719	139	\$52,401
Total Other Program Activity ⁶	\$5,528,608	148	\$37,355	\$32,528	13	\$2,502				\$356,341	22	\$16,198	\$33,000	2	\$16,500	\$5,950,277	185	\$32,164
Refinances Completed - Estimated Consumer Benefit ⁷	\$7832	2	\$3,916				\$72,758	16	\$4,547				\$346,395	19	\$17,704	\$226,936	37	\$6,134
Total Consumer Relief	\$6,945,379	168	\$41,342	\$2,750,042	64	\$42,969	\$1,149,989	63	\$18,254	\$3,764,524	90	\$41,628	\$725,589	34	\$21,341	\$15,335,522	419	\$36,600
CONSUMER RELIEF - IN PROCESS																		
Trials Offered/Approved ⁸	\$4,623	1	\$4,623	\$3,712,816	47	\$78,996	\$964,019	26	\$33,232	\$2,128,503	60	\$35,475	\$1,398,356	29	\$48,219	\$8,108,318	163	\$49,744
Trials Started/In Process ⁹				\$1,242,318	34	\$36,737	\$839,040	26	\$32,271	\$2,090,271	67	\$31,197	\$805,872	15	\$53,990	\$4,972,442	120	\$41,479
TOTAL CONSUMER RELIEF - ALL SERVICERS \$15,335,522																		

Note:

* Any differences in adding are due to rounding.

DEFINITIONS:

¹ Completed 1st Lien Modification Forgiveness represents finalized first lien principal reduction permanent modifications (including converted trial modifications).

² Completed Forgiveness of pre-3/1/2012 Forbearance represents forgiveness of deferred principal from pre-3/1/2012 permanent modification of first lien mortgages.

³ Completed 2nd Lien Modification Forgiveness represents finalized second lien principal reduction permanent modifications.

⁴ Completed 2nd Lien Extinguishments represents finalized second lien mortgage extinguishments (forgiveness of the entire balance and release of lien).

⁵ Short Sales Completed represents the forgiveness of first or second lien mortgage remaining balances to facilitate short sale transactions. Includes deeds in lieu completed which represents the forgiveness of first or second lien mortgage remaining balances to facilitate transactions in which borrower deeds the residence to Services/investor in lieu of foreclosure.

⁶ Other consumer relief programs include: (a) Enhanced Borrower Transitional Funds Paid by Servicer (transitional funds in an amount greater than \$1,500 provided to homeowners to facilitate completion of short sales or deeds in lieu of foreclosure), (b) Servicer Payments to Unrelated 2nd Lien Holder for Release of 2nd Lien (payments to unrelated second lien holders for release of second lien mortgages in connection with short sale or deeds-in-lieu transactions), (c) Forbearance for Unemployed Borrowers (forgiveness of payment arrearages on behalf of unemployed borrowers or traditional forbearance programs for unemployed borrowers to keep them in their homes until they can resume payments), (d) Deficiency Waivers (waiver of valid claims on borrower deficiency balances on first or second lien mortgages), (e) Forgiveness of Principal Associated with a Property When No Foreclosure (forgiveness of principal associated with a property in connection with a decision not to pursue foreclosure), (f) Cash Costs Paid by Servicer for Demolition of Property (payments to demolish properties to prevent blight), and (g) REO Properties Donated (properties owned by Servicers/investors that are donated to municipalities, nonprofits, disabled servicemembers, or families of deceased servicemembers).

⁷ Refinances Completed represents eligible loans refinanced with reduced rates. The estimated annual relief provided to borrowers is the product of the average interest rate reduction and the total unpaid principal balances. See below for information on Refinances Completed by each Servicer.

	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL REFINANCES COMPLETED - ALL SERVICERS		
	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction
Refinances Completed	\$287,427	2	2.73%				\$1,822,049	16	4.0%				\$3,659,623	19	4.00%	\$5,769,099	37	3.93%

⁸ Trials Offered/Approved represents all first lien mortgages where lien modification offers were made to the borrower.

⁹ Trials Started/In Process represents all first lien mortgages that had made any payments in a trial modification after March 1, 2012.

Appendix X: State Consumer Relief Information Maine

	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL CONSUMER RELIEF - ALL SERVICERS		
	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower
CONSUMER RELIEF																		
Completed 1st Lien Modification Forgiveness ¹	\$104,300	3	\$34,767				\$123,667	3	\$41,222	\$244,663	5	\$48,933	\$103,301	3	\$37,767	\$585,931	14	\$41,852
Completed Forgiveness of pre-3/1/2012 Forbearance ²							\$363,914	10	\$36,391							\$363,914	10	\$36,391
Completed 2nd Lien Modifications ³	\$46,100	1	\$46,100				\$31,358	1	\$31,358				\$9,973	1	\$9,973	\$87,431	3	\$29,144
Completed 2nd Lien Extinguishments ⁴	\$65,288	2	\$32,644	\$29,391	1	\$29,391	\$124,216	1	\$124,216							\$218,894	4	\$54,724
Short Sales Completed ⁵	\$579,579	5	\$115,916	\$4,555,867	75	\$60,745	\$284,168	4	\$71,042	\$2,674,895	39	\$68,587	\$36,300	2	\$18,150	\$8,070,270	125	\$64,566
Total Other Program Activity ⁶	\$933,071	14	\$66,648	\$7,000	8	\$1,375				\$244,837	10	\$24,484				\$188,908	33	\$56,028
Refinances Completed - Estimated Consumer Relief ⁷							\$79,965	17	\$4,704	\$20,253	3	\$7,084	\$2,412	1	\$2,412	\$103,631	21	\$4,935
Total Consumer Relief	\$1,668,278	25	\$66,731	\$4,396,278	84	\$54,718	\$1,003,288	27	\$37,224	\$3,185,648	57	\$55,889	\$161,986	7	\$23,141	\$10,619,479	210	\$50,569
CONSUMER RELIEF - IN PROCESS																		
Trials Offered/Approved ⁸				\$1,803,403	21	\$85,876	\$195,897	7	\$27,985	\$1,789,120	24	\$74,547	\$87,077	3	\$29,026	\$3,875,497	55	\$70,464
Trials Started/In Process ⁹				\$244,190	4	\$61,047	\$162,413	6	\$27,069	\$2,017,391	34	\$59,353	\$87,077	3	\$29,026	\$2,511,671	47	\$53,440
TOTAL CONSUMER RELIEF - ALL SERVICERS \$10,619,479																		

Note:
* Any differences in adding are due to rounding.

DEFINITIONS:

- ¹ Completed 1st Lien Modification Forgiveness represents finalized first lien principal reduction permanent modifications (including converted trial modifications).
- ² Completed Forgiveness of pre-3/1/2012 Forbearance represents forgiveness of deferred principal from pre-settlement permanent modification of first lien mortgages.
- ³ Completed 2nd Lien Modification Forgiveness represents finalized second lien principal reduction permanent modifications.
- ⁴ Completed 2nd Lien Extinguishments represents finalized second lien mortgage extinguishments (forgiveness of the entire balance and release of lien).
- ⁵ Short Sales Completed represents the forgiveness of first or second lien mortgage remaining balances to facilitate short sale transactions. Includes deeds in lieu completed which represents the forgiveness of first or second lien mortgage remaining balances to facilitate transactions in which borrower deeds the residence to Servicer/investor in lieu of foreclosure.
- ⁶ Other consumer relief programs include: (a) Enhanced Borrower Transitional Funds Paid by Servicer (transitional funds in an amount greater than \$1,500 provided to homeowners to facilitate completion of short sales or deeds in lieu of foreclosure), (b) Servicer Payments to Unrelated 2nd Lien Holder for Release of 2nd Lien (payments to unrelated second lien holders for release of second lien mortgages in connection with short sale or deeds-in-lieu transactions), (c) Forbearance for Unemployed Borrowers (forgiveness of payment arrearages on behalf of unemployed borrowers or traditional forbearance programs for unemployed borrowers to keep them in their homes until they can resume payments), (d) Deficiency Waivers (waiver of valid claims on borrower deficiency balances on first or second lien mortgages), (e) Forgiveness of Principal Associated with a Property When No Foreclosure (forgiveness of principal associated with a property in connection with a decision not to pursue foreclosure), (f) Cash Costs Paid by Servicer for Demolition of Property (payments to demolish properties to prevent blight), and (g) REO Properties Donated (properties owned by Servicer/investors that are donated to municipalities, nonprofits, disabled servicemembers, or families of deceased servicemembers).
- ⁷ Refinances Completed represents eligible loans refinanced with reduced rates. The estimated annual relief provided to borrowers is the product of the average interest rate reduction and the total unpaid principal balance. See below for information on Refinances Completed by each Servicer.

	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL REFINANCES COMPLETED - ALL SERVICERS		
	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction
Refinances Completed							\$2,896,157	17	2.8%	\$755,514	3	2.81%	\$109,647	1	2.20%	\$3,761,318	21	2.76%

⁸ Trials Offered/Approved represents all first lien mortgages where lien modification offers were made to the borrower.
⁹ Trials Started/In Process represents all first lien mortgages that had made any payments in a trial modification after March 1, 2012.

Appendix X: State Consumer Relief Information Maryland

CONSUMER RELIEF	ALTY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL CONSUMER RELIEF - ALL SERVICERS		
	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower
Completed 1st Lien Modification Programs ¹	\$4,416,510	48	\$104,303				\$2,532,288	31	\$81,688	\$10,008,009	89	\$112,451	\$3,182,401	47	\$67,838	\$23,475,138	215	\$104,534
Completed Refinance of pre-3/7/2007 Refinance ²	\$49,800	1	\$49,800				\$8,822,151	141	\$62,499	\$208,620	7	\$29,803	\$88,426	3	\$29,475	\$9,238,977	152	\$60,789
Completed 2nd Lien Modification ³							\$12,19,411	33	\$36,982	\$34,485	4	\$8,621	\$68,879	10	\$6,888	\$2,343,305	47	\$28,624
Completed 2nd Lien-Entirety ⁴	\$110,422	19	\$5,812	\$1,251,067	17	\$73,063	\$3,094,384	47	\$65,834				\$198,114	3	\$66,371	\$5,221,017	86	\$60,547
Smart Start ⁵	\$11,043,250	84	\$131,344	\$1,251,067	903	\$138,524	\$5,538,141	107	\$51,706	\$42,292,215	343	\$123,295	\$6,735,232	83	\$81,147	\$80,722,456	1,539	\$117,628
Total Other Programs Available ⁶				\$443,242	215	\$2,061	\$56,048	15	\$3,736	\$2,000,298	107	\$18,686	\$105,049	28	\$3,752	\$2,652,542	365	\$7,287
Refinance Completed - Estimated Consumer Relief ⁷	\$22,602	4	\$5,650				\$420,347	100	\$4,203	\$170,283	122	\$1,395	\$1,049,634	105	\$9,993	\$3,265,351	421	\$7,852
Total Consumer Relief	\$18,893,249	186	\$101,711	\$104,821,113	1,134	\$91,840	\$44,051,020	494	\$89,204	\$64,338,290	642	\$101,693	\$17,648,714	349	\$50,548	\$204,413,425	2,825	\$71,408
CONSUMER RELIEF - IN PROGRESS																		
Total	\$34,634	3	\$11,545	\$68,995,917	457	\$150,976	\$7,227,029	93	\$77,689	\$42,028,209	400	\$105,148	\$10,262,814	115	\$89,242	\$229,391,713	1,088	\$210,917
Total Shared ⁸	\$71,247	2	\$35,624	\$27,573,203	183	\$150,624	\$7,404,884	92	\$80,465	\$48,728,279	507	\$96,210	\$10,348,297	115	\$90,296	\$84,875,820	909	\$113,824
TOTAL CONSUMER RELIEF - ALL SERVICERS \$24,413,625																		

Note:
* Key differences in adding are due to rounding.

DEFINITIONS:
 1. Completed 1st Lien Modification Programs represents finished first lien principal reduction program modifications (including completed first modifications).
 2. Completed Refinance of pre-3/7/2007 Refinance represents finished second lien principal reduction program modifications.
 3. Completed 2nd Lien Modification represents finished second lien principal reduction program modifications.
 4. Completed 2nd Lien-Entirety represents finished second lien mortgage remaining balances to be taken about sale transactions, includes debts in the completed which represents the repayment of first or second lien mortgage remaining balances to be taken transactions in which borrower does the residence to Service/transfer in lieu of foreclosure.
 5. Smart Start represents a loan for an amount greater than \$1,500 provided to borrowers to facilitate completion of short sales or deeds in lieu of foreclosure, (a) Service payments to Uninsured 2nd Lien Holders for Refinance of 2nd Lien (Guaranteed) to insured second lien holders for refinance of second lien mortgages in connection with their sale or deed-in-lieu transaction, (b) Refinance for Uninsured Borrowers (Payment of principal, arrears and/or interest on behalf of unemployed borrowers or traditional forbearance programs for unemployed borrowers to keep them in their homes and they can resume payments), (c) Refinance for Insured Borrowers (Cover of sold claims on borrower delinquency balances on first or second lien mortgages), (d) Payment of Principal Associated with a Property When No Foreclosure (Payment of principal associated with a property in connection with a decision not to pursue foreclosure), (e) Cash Costs Paid by Service for Duration of Property (Payments to delinquent properties to prevent eviction), and (f) HUD Properties Owned (Properties owned by Service/transferors that are owned by municipalities, disabled service members, or families of deceased service members).
 6. Other consumer relief programs include: (a) Enhanced Borrower Smart Start Funds Paid by Service (Uninsured funds in an amount greater than \$1,500 provided to borrowers to facilitate completion of short sales or deeds in lieu of foreclosure), (b) Service payments to Uninsured 2nd Lien Holders for Refinance of 2nd Lien (Guaranteed) to insured second lien holders for refinance of second lien mortgages in connection with their sale or deed-in-lieu transaction, (c) Refinance for Uninsured Borrowers (Payment of principal, arrears and/or interest on behalf of unemployed borrowers or traditional forbearance programs for unemployed borrowers to keep them in their homes and they can resume payments), (d) Refinance for Insured Borrowers (Cover of sold claims on borrower delinquency balances on first or second lien mortgages), (e) Payment of Principal Associated with a Property When No Foreclosure (Payment of principal associated with a property in connection with a decision not to pursue foreclosure), (f) Cash Costs Paid by Service for Duration of Property (Payments to delinquent properties to prevent eviction), and (g) HUD Properties Owned (Properties owned by Service/transferors that are owned by municipalities, disabled service members, or families of deceased service members).
 7. Refinance Completed represents eligible loans refinanced with reduced rates. The estimated annual yield provided to borrowers is the product of the average interest rate reduction and the total unpaid principal balance. See below for information on borrowers completed by each servicer.
 8. Total Shared in process represents all first lien mortgages where first modification offers were made to the borrower.

TOTAL REFINANCES COMPLETED - ALL SERVICERS	ALTY			BANK OF AMERICA			CITI			CHASE			WELLS		
	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction
Refinance Completed	\$1,046,650	4	2.66%	\$22,375,541	100	2.1%	\$37,184,552	122	1.90%	\$47,929,393	795	2.19%	\$108,486,137	421	2.08%

Appendix X: State Consumer Relief Information Minnesota

	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL CONSUMER RELIEF - ALL SERVICERS		
	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower
CONSUMER RELIEF																		
Completed 1st Lien Modification Forgiveness ¹	\$611,700	8	\$76,463				\$1,382,634	17	\$81,330	\$2,489,480	33	\$75,439	\$1,426,930	21	\$67,949	\$5,910,715	79	\$74,819
Completed Forgiveness of pre-3/1/2012 Forbearance ²	\$72,768	1	\$72,768				\$3,463,395	66	\$52,476	\$203,271	7	\$29,039			\$3,739,433	74	\$50,533	
Completed 2nd Lien Modifications ³							\$400,617	15	\$26,708	\$5,726	2	\$2,863	\$26,647	5	\$5,327	\$435,030	22	\$19,774
Completed 2nd Lien Extinguishments ⁴	\$669,121	14	\$47,794	\$47,854	2	\$23,927	\$1,072,659	18				\$146,972	7	\$49,567	\$2,136,606	41	\$52,112	
Short Sales Completed ⁵	\$3,424,054	34	\$100,707	\$34,363,179	378	\$90,908	\$8,202,556	126	\$65,100	\$17,171,252	199	\$86,288	\$5,495,906	91	\$62,592	\$68,856,947	828	\$83,161
Total Other Program Activity ⁶	\$11,029,063	130	\$84,936	\$171,405	75	\$2,287	\$17,783	9	\$1,976	\$1,040,672	62	\$16,785	\$279,533	20	\$13,977	\$12,548,546	296	\$42,394
Refinances Completed - Estimated Consumer Relief ⁷	\$4,029	1	\$4,029				\$550,270	144	\$3,821	\$784,758	200	\$3,924	\$2,845,378	769	\$3,700	\$4,164,434	1,104	\$3,738
Total Consumer Relief	\$15,820,735	189	\$84,153	\$34,582,528	455	\$76,006	\$15,099,895	395	\$38,202	\$21,675,109	503	\$43,092	\$10,423,396	913	\$11,636	\$91,791,712	2,454	\$39,850
CONSUMER RELIEF - IN PROCESS																		
Trials Offered/Approved ⁸				\$1,087,845	101	\$10,781	\$3,509,284	50	\$70,186	\$10,092,350	144	\$70,086	\$3,629,938	57	\$63,683	\$26,319,417	352	\$80,453
Trials Started/In Process ⁹				\$5,305,596	50	\$102,112	\$3,491,784	49	\$71,260	\$12,375,856	188	\$65,829	\$2,377,861	36	\$66,041	\$21,350,677	323	\$72,289
TOTAL CONSUMER RELIEF - ALL SERVICERS \$97,791,712																		

Note:
* Any differences in adding are due to rounding.

DEFINITIONS:

- ¹ Completed 1st Lien Modification Forgiveness represents finalized first lien principal reduction permanent modifications (including converted trial modifications).
- ² Completed Forgiveness of pre-3/1/2012 Forbearance represents forgiveness of deferred principal from pre-settlement permanent modification of first lien mortgages.
- ³ Completed 2nd Lien Modification Forgiveness represents finalized second lien principal reduction permanent modifications.
- ⁴ Completed 2nd Lien Extinguishments represents finalized second lien mortgage extinguishments (forgiveness of the entire balance and release of lien).
- ⁵ Short Sales Completed represents the forgiveness of first or second lien mortgages remaining balances to facilitate short sale transactions. Includes deeds in lieu completed which represents the forgiveness of first or second lien mortgages remaining balances to facilitate transactions in which borrower deeds the residence to Service/Investor in lieu of foreclosure.
- ⁶ Other consumer relief programs include: (a) Enhanced Borrower Transitional Funds Paid by Servicer (transitional funds in an amount greater than \$1,500 provided to homeowners to facilitate completion of short sales or deeds in lieu of foreclosure), (b) Servicer Payments to Unrelated 2nd Lien Holder for Release of 2nd Lien (payments to unrelated second lien holders for release of second lien mortgages in connection with short sale or deeds-in-lieu transactions), (c) Forbearance for Unemployed Borrowers (forgiveness of payment arrearages on behalf of unemployed borrowers or traditional forbearance programs for unemployed borrowers to keep them in their homes until they can resume payments), (d) Deficiency Waivers (waiver of valid claims on borrower deficiency balances on first or second lien mortgages), (e) Forgiveness of Principal Associated with a Property When No Foreclosure (forgiveness of principal associated with a property in connection with a decision not to pursue foreclosure), (f) Cash Costs Paid by Servicer for Demolition of Property (payments to demolish properties to prevent blight), and (g) REO Properties Donated (properties owned by Servicers/Investors that are donated to municipalities, nonprofits, disabled servicemembers, or families of deceased servicemembers).
- ⁷ Refinances Completed represents eligible loans refinanced with reduced rates. The estimated annual relief provided to borrowers is the product of the average interest rate reduction and the total unpaid principal balance. See below for information on Refinances Completed by each Servicer.

	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL REFINANCES COMPLETED - ALL SERVICERS		
	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction
Refinances Completed	\$62,950	1	6.40%				\$26,714,224	144	2.1%	\$44,837,876	200	1.71%	\$135,494,181	769	2.10%	\$207,109,231	1,114	2.01%

⁸ Trials Offered/Approved represents all first lien mortgages where lien modification offers were made to the borrower.
⁹ Trials Started/In Process represents all first lien mortgages that had made any payments in a trial modification after March 1, 2012.

Appendix X: State Consumer Relief Information Mississippi

CONSUMER RELIEF	AT&T		BANK OF AMERICA		CITI		CHASE		WELLS		TOTAL CONSUMER RELIEF - ALL SERVICES	
	Amount of Relief	No. of Borrowers	Amount of Relief	No. of Borrowers	Amount of Relief	No. of Borrowers	Amount of Relief	No. of Borrowers	Amount of Relief	No. of Borrowers	Amount of Relief	No. of Borrowers
Completed by Use Modification Program ¹	\$208,978	7	\$29,854		\$482,388	12	\$42,616	\$75,881	3	\$25,187	\$192,408	5
Completed by 3/1/2012 Refinance ²					\$190,302	12	\$2,258				\$190,302	12
Completed by 2nd Lien Modification ³												
Completed by 2nd Lien-Extinguishment ⁴	\$95,238	3	\$11,791		\$42,317	1	\$19,424				\$42,317	1
Completed by Short Sale ⁵	\$793,397	15	\$52,293		\$224,157	52	\$54,322	\$452,633	10	\$45,583	\$1,702,165	36
Total Other Program Activity ⁶	\$2,470,046	64	\$38,594		\$23,097	18	\$1,183	\$5,000	2	\$2,500	\$20,600	12
Refinance Completed - Estimated Consumer Relief ⁷	\$13,920	2	\$1,790		\$115,924	25	\$4,617	\$4,450	10	\$4,154	\$175,638	30
Total Consumer Relief	\$5,942,319	91	\$88,942		\$1,230,081	62	\$79,840	\$1,078,588	61	\$11,797	\$1,908,598	40
CONSUMER RELIEF - IN PROGRESS												
Total Offered/Agreed ⁸			\$1,122,831	23	\$48,842	26	\$5,756	\$1,288,424	34	\$37,926	\$414,261	12
Total In Progress ⁹			\$4,073,663	9	\$45,328	25	\$30,628	\$1,096,233	33	\$33,221	\$992,571	9
TOTAL CONSUMER RELIEF - ALL SERVICES \$9,324,870												

NOTE:
* Any differences in adding are due to rounding.

DEFINITIONS:
 1. Completed by Use Modification Program represents completed 2nd lien principal reduction permanent modifications (including converted loan modifications).
 2. Completed by 3/1/2012 Refinance represents completion of obtaining principal from period payments.
 3. Completed by 2nd Lien Modification represents completion of obtaining principal from period payments.
 4. Completed 2nd Lien-Extinguishment represents finished second lien mortgage early-payments (forgiveness of the entire balance and release of lien) to Service/owner in lieu of foreclosure.
 5. Short Sale Completed represents the forgiveness of first or second lien mortgage involving borrowers to facilitate short sale transactions. Includes profits in the completed which represents the forgiveness of first or second lien mortgage remaining balances to facilitate forgiveness in which borrower stands the residence to Service/owner in lieu of foreclosure.
 6. Other consumer relief programs include: (a) Unpaid Interest - Interest not paid by borrower; (b) Interest on an annual greater than \$1,000 provided to borrower to facilitate completion of short sale or deed in lieu of foreclosure; (c) Refinance by Unemployed Borrowers (Forgiveness of payment, amortize on behalf of unemployed borrowers or historical forbearance program for unemployed borrowers to keep them in their homes and they can resume payments); (d) Debt-Free Waiver (Waiver of debt claim on borrower's delinquent balances on first or second lien mortgages); (e) Forgiveness of Principal Associated with a Property When the Foreclosure (Forgiveness of principal associated with a property in connection with a decision not to purchase foreclosure); (f) Cash Credit Paid by Service for Duration of Property (Depreciation to eliminate properties to prevent flight); and (g) RFD Properties (Credit Dependence owned by Service/owners that are donated to municipalities, disabled servicemen, or families of deceased servicemen).
 7. Refinance Completed represents eligible loans refinanced with reduced rates. The estimated annual relief provided to borrowers is the product of the average interest rate reduction and the total unpaid principal balance. See below for information on Refinance Completed by each Service.
 8. Total Offered/Agreed represents all first lien mortgages where loan modification offers were made to the borrower.
 9. Total In Progress represents all first lien mortgages that had made any payments on a loan modification after March 1, 2012.

Appendix X: State Consumer Relief Information Missouri

	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL CONSUMER RELIEF - ALL SERVICERS		
	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower
CONSUMER RELIEF																		
Completed 1st Lien Modification Forgiveness ¹	\$1,025,008	71	\$13,383				\$1,122,511	26	\$43,173	\$779,597	17	\$45,859	\$432,013	13	\$33,232	\$3,359,128	67	\$50,136
Completed Forgiveness of pre-3/1/2012 Forbearance ²							\$2,199,897	73	\$30,136	\$9,200	1	\$9,200				\$2,209,097	74	\$29,853
Completed 2nd Lien Modifications ³	\$5,427	1	\$5,427				\$129,383	9	\$14,376							\$134,810	10	\$13,481
Completed 2nd Lien Extinguishments ⁴	\$290,435	7	\$41,491	\$85,286	3	\$28,429	\$480,415	7	\$68,631							\$856,135	17	\$50,361
Short Sales Completed ⁵	\$1,683,122	30	\$56,104	\$14,650,279	243	\$60,289	\$4,481,762	83	\$53,997	\$8,664,894	146	\$59,349	\$551,490	8	\$91,426	\$30,131,546	510	\$59,081
Total Other Program Activity ⁶	\$7,067,029	144	\$49,077	\$79,289	58	\$1,367	\$10,590	7	\$1,513	\$30,728	33	\$9,502	\$83,500	19	\$9,658	\$7,654,237	261	\$29,327
Refinances Completed - Estimated Consumer Relief ⁷	\$9,853	4	\$2,463				\$6,96,805	212	\$3,287	\$91,549	33	\$2,774	\$426,570	74	\$5,764	\$1,224,777	323	\$3,792
Total Consumer Relief	\$10,090,974	197	\$51,172	\$14,814,853	304	\$48,733	\$9,121,363	417	\$21,894	\$9,858,969	230	\$42,865	\$1,693,573	104	\$16,856	\$43,569,732	1,262	\$36,109
CONSUMER RELIEF - IN PROCESS																		
Trials Offered/Approved ⁸				\$7,344,894	108	\$68,008	\$2,918,329	69	\$42,295	\$5,298,756	121	\$43,791	\$1,662,990	42	\$39,714	\$12,229,968	340	\$36,076
Trials Started/In Process ⁹				\$2,685,909	43	\$62,454	\$2,725,556	65	\$41,932	\$5,608,416	145	\$38,679	\$481,930	16	\$30,121	\$11,501,471	269	\$42,756
TOTAL CONSUMER RELIEF - ALL SERVICERS \$45,569,732																		

Note:

* Any differences in adding are due to rounding.

DEFINITIONS:

¹ Completed 1st Lien Modification Forgiveness represents finalized first lien principal reduction permanent modifications (including converted trial modifications).

² Completed Forgiveness of pre-3/1/2012 Forbearance represents forgiveness of deferred principal from pre-3/1/2012 permanent modification of first lien mortgages.

³ Completed 2nd Lien Modification Forgiveness represents finalized second lien principal reduction permanent modifications.

⁴ Completed 2nd Lien Extinguishments represents finalized second lien mortgage extinguishments (forgiveness of the entire balance and release of lien).

⁵ Short Sales Completed represents the forgiveness of first or second lien mortgage remaining balances to facilitate short sale transactions. Includes deeds in lieu completed which represents the forgiveness of first or second lien mortgage remaining balances to facilitate transactions in which borrower deeds the residence to Servicer/investor in lieu of foreclosure.

⁶ Other consumer relief programs include: (a) Enhanced Borrower Transitional Funds Paid by Servicer (transitional funds in an amount greater than \$3,500 provided to homeowners to facilitate completion of short sales or deeds in lieu of foreclosure), (b) Servicer Payments to Unrelated 2nd Lien Holder for Release of 2nd Lien (payments to unrelated second lien holders for release of second lien mortgages in connection with short sale or deeds in lieu transactions), (c) Forbearance for Unemployed Borrowers (forgiveness of payment arrearages on behalf of unemployed borrowers or traditional forbearance programs for unemployed borrowers to keep them in their homes until they can resume payments), (d) Deficiency Waivers (waiver of valid claims on borrower deficiency balances on first or second lien mortgages), (e) Forgiveness of Principal Associated with a Property When No Foreclosure (forgiveness of principal associated with a property in connection with a decline not to pursue foreclosure), (f) Cash Costs Paid by Servicer for Demolition of Property (payments to demolish properties to prevent blight), and (g) REO Properties Donated (properties owned by Servicer/investor that are donated to municipalities, nonprofits, disabled servicemembers, or families of deceased servicemembers).

⁷ Refinances Completed represents eligible loans refinanced with reduced rates. The estimated annual relief provided to borrowers is the product of the average interest rate reduction and the total unpaid principal balance. See below for information on Refinances Completed by each Servicer.

	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL REFINANCES COMPLETED - ALL SERVICERS		
	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction
Refinances Completed	\$215,655	4	4.57%				\$23,832,634	212	2.9%	\$3,446,113	33	2.66%	\$11,591,568	74	3.68%	\$39,085,970	323	3.13%

* Trials Offered/Approved represents all first lien mortgages where firm modification offers were made to the borrower.

* Trials Started/In Process represents all first lien mortgages that had made any payments in a trial modification after March 1, 2012.

Appendix X: State Consumer Relief Information Montana

CONSUMER RELIEF	BANK OF AMERICA				CITI				CHASE				WELLS				TOTAL CONSUMER RELIEF - ALL SERVICES			
	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Average Rate Reduction	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Average Rate Reduction	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Average Rate Reduction	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Average Rate Reduction	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Average Rate Reduction
Completed 1st Lien Modification Program ¹	\$134,000	1	\$134,000		\$23,448	1	\$23,448		\$27,898	1	\$27,898		\$41,965	4	\$41,965		\$235,625	7	\$50,804	
Completed 2nd Lien Modification ²					\$86,277	2	\$43,138						\$86,277	2	\$43,138		\$86,277	2	\$43,138	
Completed 2nd Lien Modification ³					\$23,849	1	\$23,849						\$23,849	1	\$23,849		\$23,849	1	\$23,849	
Completed 2nd Lien Modification ⁴	\$45,475	1	\$45,475						\$42,548	1	\$42,548		\$88,031	2	\$44,015		\$88,031	2	\$44,015	
Completed 2nd Lien Modification ⁵	\$185,225	2	\$92,612		\$2,091,624	12	\$174,302		\$50,387	6	\$83,978		\$374,226	61	\$6,135		\$374,226	61	\$6,135	
Total Other Program Activity ⁶					\$20,545	9	\$2,283		\$7,250	2	\$3,625		\$800	1	\$800		\$20,545	12	\$1,712	
Refinance Completed													\$44,956	7	\$64,223		\$44,956	7	\$64,223	
Refinance Completed					\$2,200	1	\$2,200						\$2,200	1	\$2,200		\$2,200	1	\$2,200	
Total Consumer Relief	\$365,500	4	\$91,375		\$2,091,219	41	\$50,777		\$70,143	17	\$41,260		\$717,656	79	\$90,844		\$3,602,089	91	\$40,244	
CONSUMER RELIEF - IN PROGRESS																				
Total Other/Agreement ⁷	\$84,517	1	\$84,517		\$1,471,456	6	\$245,243		\$791,544	5	\$158,309		\$367,781	12	\$30,648		\$2,300,879	25	\$92,036	
Total Shortfall ⁸					\$270,917	2	\$135,459		\$68,457	4	\$17,114		\$68,457	6	\$11,409		\$270,917	13	\$20,773	
TOTAL CONSUMER RELIEF - ALL SERVICES																	\$3,873,006	104	\$37,171	

Note:
 * Any differences in adding are due to rounding.

DEFINITIONS:
 1. Completed 1st Lien Modification Program represents completed first lien principal reduction program modifications (including completed first lien modifications).
 2. Completed 2nd Lien Modification Program represents completed second lien principal reduction program modifications.
 3. Completed 2nd Lien Modification Program represents completed second lien principal reduction program modifications.
 4. Completed 2nd Lien Modification Program represents completed second lien principal reduction program modifications.
 5. Short Sale Completed represents the forgiveness of first or second lien mortgage remaining balance to be taken short sale transactions. Includes debts in the completed which represents the forgiveness of first or second lien mortgage remaining balance to be taken short sale transactions. Includes debts in the completed which represents the forgiveness of first or second lien mortgage remaining balance to be taken short sale transactions.
 6. Other consumer relief programs include: (A) Unsecured Borrower Benefit Fund Paid by Servicer (unsecured funds in an amount greater than \$1,500 provided to borrowers to facilitate completion of short sales or deeds in lieu of foreclosure); (B) Servicer Payments to Uninsured 2nd Lien Holder for Release of 2nd Lien (payments to insured second lien holders for release of second lien mortgages in connection with their sale or deed-in-lieu transactions); (C) Refinance by Unemployed Borrowers (forgiveness of payment arrearages on behalf of unemployed borrowers or traditional forbearance programs for unemployed borrowers to keep them in their homes and they can resume payments); (D) Charitable Waiver (waiver of sale claims between delinquent borrowers or first or second lien mortgages); (E) Forgiveness of Principal Arrearages with a Property Waiver (forgiveness of principal arrearages with a property waiver in connection with a decision not to pursue foreclosure); (F) Cash Offer Paid by Servicer for Direction of Property (payments to delinquent borrowers to provide liquid cash); and (G) REO Properties (credit properties owned by servicer/lender that are deemed to meet criteria for completed, delayed transactions, or financing of distressed transactions).
 7. Refinance Completed represents eligible loans refinanced with reduced rates. The refinanced amount relief provided to borrowers is the product of the average interest rate reduction and the total unpaid principal balance. See below for information on Refinance Completed by each Servicer.
 8. Total Shortfall in progress represents all first lien mortgages where first modification offers were made to the borrower.

TOTAL REFINANCES COMPLETED - ALL SERVICES	BANK OF AMERICA				CITI				CHASE				WELLS			
	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Average Rate Reduction
Refinance Completed	\$83,531	1	2.7%	2.7%	\$1,501,434	7	4.16%	4.16%	\$1,644,965	8	4.09%	4.09%				

Appendix X: State Consumer Relief Information Nebraska

	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL CONSUMER RELIEF - ALL SERVICERS		
	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower
CONSUMER RELIEF																		
Completed 1st Lien Modification Forgiveness ¹	\$16,000	1	\$16,000				\$131,452	5	\$26,290	\$32,803	2	\$16,401	\$91,334	3	\$30,445	\$271,588	11	\$24,690
Completed Forgiveness of pre-3/1/2012 Forbearance ²							\$192,648	6	\$32,108							\$192,648	6	\$32,108
Completed 2nd Lien Modifications ³							\$41,277	1	\$41,277							\$41,277	1	\$41,277
Completed 2nd Lien-Extinguishments ⁴	\$41,742	1	\$41,742										\$16,229	1	\$16,229	\$52,971	2	\$26,986
Short Sales Completed ⁵	\$14,078	1	\$14,078	\$964,566	19	\$50,767	\$364,574	10	\$36,457	\$652,869	17	\$38,404	\$289,221	6	\$48,204	\$2,305,309	53	\$43,496
Total Other Program Activity ⁶	\$1,202,505	33	\$36,440	\$13,186	7	\$1,884	\$3,000	2	\$1,500	\$50,000	5	\$10,000	\$63,579	6	\$10,597	\$1,332,271	53	\$25,137
Refinances Completed - Estimated Consumer Relief ⁷	\$1,702	1	\$1,702				\$35,504	8	\$4,438				\$101,518	20	\$5,076	\$138,728	29	\$4,784
Total Consumer Relief	\$1,276,032	37	\$34,487	\$971,753	26	\$37,006	\$788,456	32	\$24,639	\$735,672	24	\$30,653	\$961,881	36	\$15,608	\$4,339,799	155	\$27,999
CONSUMER RELIEF - IN PROCESS																		
Trials Offered/Approved ⁸				\$59,535	1	\$59,535	\$35,319	11	\$3,044	\$269,738	11	\$24,522	\$36,400	10	\$3,640	\$1,028,593	33	\$31,169
Trials Started/In Process ⁹							\$335,319	11	\$30,484	\$328,582	14	\$23,470	\$207,244	6	\$34,541	\$871,145	31	\$28,101
TOTAL CONSUMER RELIEF - ALL SERVICERS \$4,339,799																		

Note:
• Any differences in adding are due to rounding.

DEFINITIONS:

- ¹ Completed 1st Lien Modification Forgiveness represents finalized first lien principal reduction permanent modifications (including converted trial modifications).
- ² Completed Forgiveness of pre-3/1/2012 Forbearance represents forgiveness of deferred principal from pre-settlement permanent modification of first lien mortgages.
- ³ Completed 2nd Lien Modification Forgiveness represents finalized second lien principal reduction permanent modifications.
- ⁴ Completed 2nd Lien Extinguishments represents finalized second lien mortgage extinguishments (forgiveness of the entire balance and release of lien).
- ⁵ Short Sales Completed represents the forgiveness of first or second lien mortgage remaining balances to facilitate short sale transactions. Includes deeds in lieu completed which represents the forgiveness of first or second lien mortgage remaining balances to facilitate transactions in which borrower deeds the residence to Servicer/Investor in lieu of foreclosure.
- ⁶ Other consumer relief programs include: (a) Enhanced Borrower Transitional Funds Paid by Servicer (transitional funds in an amount greater than \$1,500 provided to homeowners to facilitate completion of short sales or deeds in lieu of foreclosure), (b) Servicer Payments to Unrelated 2nd Lien Holder for Release of 2nd Lien (payments to unrelated second lien holders for release of second lien mortgages in connection with short sale or deeds-in-lieu transactions), (c) Forbearance for Unemployed Borrowers (forgiveness of payment arrearages on behalf of unemployed borrowers or traditional forbearance programs for unemployed borrowers to keep them in their homes until they can resume payments), (d) Deficiency Waivers (waiver of valid claims on borrower deficiency balances on first or second lien mortgages), (e) Forgiveness of Principal Associated with a Property When No Foreclosure (forgiveness of principal associated with a property in connection with a decision not to pursue foreclosure), (f) Cash Costs Paid by Servicer for Demolition of Property (payments to demolish properties to prevent blight), and (g) REO Properties Donated (properties owned by Servicer/Investors that are donated to municipalities, nonprofits, disabled servicemembers, or families of deceased servicemembers).
- ⁷ Refinances Completed represents eligible loans refinanced with reduced rates. The estimated annual relief provided to borrowers is the product of the average interest rate reduction and the total unpaid principal balance. See below for information on Refinances Completed by each Servicer.

	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL REFINANCES COMPLETED - ALL SERVICERS		
	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction
Refinances Completed	\$27,534	1	6.20%				\$1,071,358	8	3.3%				\$2,291,605	20	4.43%	\$3,390,496	29	4.09%

- ⁸ Trials Offered/Approved represents all first lien mortgages where lien modification offers were made to the borrower.
- ⁹ Trials Started/In Process represents all first lien mortgages that had made any payments in a trial modification after March 1, 2012.

Appendix X: State Consumer Relief Information Nevada

CONSUMER RELIEF	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL CONSUMER RELIEF - ALL SERVICES		
	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower
Completed 1st Lien Modification	\$2,307,703	21	\$109,891				\$181,839	8	\$22,729	\$8,347,789	49	\$168,312	\$3,705,637	34	\$109,578	\$15,453,538	12	\$1,292,869
Completed 2nd Lien Modification	\$1,500	1	\$1,500				\$173,601	10	\$17,360	\$2,697,982	35	\$77,085	\$58,849	4	\$14,712	\$10,980,642	149	\$73,691
Completed 2nd Lien Modification	\$1,500	1	\$1,500				\$185,667	7	\$26,524	\$44,286	2	\$22,143	\$55,989	4	\$13,997	\$28,254	14	\$2,024
Completed 2nd Lien Modification	\$1,442,472	25	\$57,699	\$1,023,338	18	\$56,852	\$136,883	25	\$5,475				\$1,343,720	11	\$122,156	\$5,128,383	81	\$62,816
Smart Solutions	\$19,602,623	132	\$148,467	\$107,280,956	2,188	\$49,021	\$191,738	183	\$1,048	\$105,027,250	737	\$142,636	\$24,588,790	305	\$80,725	\$423,438,645	3,345	\$126,550
Total Other Program Activity				\$87,452	533	\$164	\$14,179	33	\$430	\$3,621,901	184	\$19,625	\$270,212	72	\$3,752	\$4,944,034	822	\$6,014
Refinance Completed - Estimated Consumer Relief							\$192,296	74	\$2,612	\$1,018,820	238	\$4,282	\$175,386	182	\$963	\$2,980,082	484	\$6,157
TOTAL CONSUMER RELIEF - IN PROGRESS	\$22,154,219	179	\$123,749	\$304,983,847	2,739	\$111,348	\$282,121,181	442	\$64,268	\$11,146,296	1,243	\$89,663	\$10,919,633	614	\$17,850	\$21,680,736	5,277	\$41,270
TOTAL	\$22,154,219	179	\$123,749	\$304,983,847	2,739	\$111,348	\$282,121,181	442	\$64,268	\$11,146,296	1,243	\$89,663	\$10,919,633	614	\$17,850	\$21,680,736	5,277	\$41,270

Note: Any differences in adding are due to rounding.

DEFINITIONS:

- 1. Completed 1st Lien Modification: Represents requests finalized that use principal reduction payment modification (including converted first modification).
- 2. Completed 2nd Lien Modification: Represents requests finalized that use principal reduction payment modification (including converted second modification).
- 3. Completed 2nd Lien Modification: Represents requests finalized that use principal reduction payment modification.
- 4. Completed 2nd Lien Modification: Represents requests finalized that use principal reduction payment modification.
- 5. Completed 2nd Lien Modification: Represents requests finalized that use principal reduction payment modification.
- 6. Other consumer relief programs include: (A) Refinance Program - Hard Cost Funds Paid by Servicer (Standard Funds in an amount greater than \$1,500 provided to borrowers to facilitate completion of repair work or debt in lieu of foreclosure); (B) Servicer Payments to Lendered 2nd Lien Holders for Release of 2nd Lien (Payments to unrelated second lien holders for release of second lien mortgages in connection with short sale or deed-in-lieu transaction); (C) Refinance by Using/By Borrower (Payments of payment arrangers or behalf of unemployed borrowers or hardship Refinance Program for unemployed borrowers to help them in their homes and they can remain payment); (D) Cancellation Waiver (Waiver of valid claims or borrower deficiency balance on first or second lien mortgage); (E) Payment of Principal Associated with a Property When No Foreclosure (Payment of principal associated with a property in connection with a decision not to pursue foreclosure); (F) Cash Gifts Paid by Servicer for Duration of Property (Payments to eligible borrowers to provide liquidity); and (G) RTO Properties (Properties owned by Servicer/Lender that are deemed to be completed, disabled investments, or funds of deceased servicer/lender).
- 7. Refinance: Completed requests eligible loans refinanced with reduced rates. The estimated annual relief provided to borrowers is the product of the average interest rate reduction and the total unpaid principal balance. See below for information on Refinance Completed by each Servicer.

ALL SERVICES COMPLETED - ALL SERVICES	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS		
	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction
Refinance Completed	\$14,210,315	76	1.8%	\$64,201,537	236	1.81%	\$34,947,585	182	2.22%	\$13,359,437	494	1.93%			

* Total Other relief represents all first lien mortgages where loan modifications often were made to the borrower.
 ** Total Standard Refinance represents all first lien mortgages that had lower rate payments in a full modification after March 1, 2012.

Appendix X: State Consumer Relief Information New Hampshire

	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL CONSUMER RELIEF - ALL SERVICERS		
	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower
CONSUMER RELIEF																		
Completed 1st Lien Modification Forgiveness ¹	\$486,081	6	\$81,347				\$114,247	3	\$38,082	\$376,652	5	\$75,330				\$978,980	14	\$69,927
Completed Forgiveness of pre-3/1/2012 Forbearance ²							\$1,258,504	20	\$62,925	\$43,322	2	\$21,661				\$1,301,826	22	\$59,174
Completed 2nd Lien Modifications ³							\$229,039	10	\$22,904							\$229,039	10	\$22,904
Completed 2nd Lien Extinguishments ⁴	\$396,825	9	\$44,090	\$24,199	1	\$24,199	\$256,275	5	\$51,255				\$65,606	2	\$32,803	\$742,904	17	\$43,700
Short Sales Completed ⁵	\$254,326	7	\$36,332	\$6,370,176	86	\$74,072	\$1,126,225	20	\$56,311	\$3,125,256	43	\$72,680	\$436,441	8	\$54,555	\$11,312,424	164	\$68,978
Total Other Program Activity ⁶	\$1,949,099	30	\$64,637	\$22,267	14	\$1,592				\$96,400	7	\$13,629	\$12,987	4	\$3,247	\$2,099,773	55	\$38,178
Refinances Completed - Estimated Consumer Relief ⁷	\$19,972	4	\$4,993				\$11,660	29	\$4,021	\$78,341	15	\$5,223	\$181,739	27	\$7,000	\$411,911	75	\$5,492
Total Consumer Relief	\$3,128,303	56	\$55,863	\$6,418,641	101	\$63,531	\$3,105,949	87	\$35,701	\$3,719,120	72	\$51,655	\$706,773	41	\$17,238	\$17,076,856	357	\$47,834
CONSUMER RELIEF - IN PROCESS																		
Trials Offered/Approved ⁸				\$4,585,649	44	\$104,219	\$644,364	12	\$53,680	\$2,321,369	38	\$61,089	\$618,592	6	\$103,099	\$8,169,774	100	\$81,698
Trials Started/In Process ⁹				\$955,950	10	\$95,595	\$644,364	12	\$53,680	\$2,577,000	45	\$57,267	\$193,303	5	\$38,661	\$4,369,618	72	\$60,689
TOTAL CONSUMER RELIEF - ALL SERVICERS	\$17,076,856																	

Note:
• Any differences in adding are due to rounding.

DEFINITIONS:

- ¹ Completed 1st Lien Modification Forgiveness represents finalized first lien principal reduction permanent modifications (including converted trial modifications).
- ² Completed Forgiveness of pre-3/1/2012 Forbearance represents forgiveness of deferred principal from pre-settlement permanent modification of first lien mortgages.
- ³ Completed 2nd Lien Modification Forgiveness represents finalized second lien principal reduction permanent modifications.
- ⁴ Completed 2nd Lien Extinguishments represents finalized second lien mortgage extinguishments (forgiveness of the entire balance and release of lien).
- ⁵ Short Sales Completed represents the forgiveness of first or second lien mortgage remaining balances to facilitate short sale transactions. Includes deeds in lieu completed which represents the forgiveness of first or second lien mortgage remaining balances to facilitate transactions in which borrower deeds the residence to Service/Investor in lieu of foreclosure.
- ⁶ Other consumer relief programs include: (a) Enhanced Borrower Transitional Funds Paid by Servicer (transitional funds in an amount greater than \$1,500 provided to homeowners to facilitate completion of short sales or deeds in lieu of foreclosure), (b) Servicer Payments to Unrelated 2nd Lien Holder for Release of 2nd Lien (payments to unrelated second lien holders for release of second lien mortgages in connection with short sale or deeds-in-lieu transactions), (c) Forbearance for Unemployed Borrowers (forgiveness of payment arrearages on behalf of unemployed borrowers or traditional forbearance programs for unemployed borrowers to keep them in their homes until they can resume payment), (d) Deficiency Waivers (waiver of valid claims on borrower deficiency balances on first or second lien mortgages), (e) Forgiveness of Principal Associated with a Property When No Foreclosure (forgiveness of principal associated with a property in connection with a decision not to pursue foreclosure), (f) Cash Costs Paid by Servicer for Demolition of Property (payments to demolish properties to prevent blight), and (g) REO Properties Donated (properties owned by Servicers/Investors that are donated to municipalities, nonprofits, disabled servicemembers, or families of deceased servicemembers).
- ⁷ Refinances Completed represents eligible loans refinanced with reduced rates. The estimated annual relief provided to borrowers is the product of the average interest rate reduction and the total unpaid principal balance. See below for information on Refinances Completed by each Servicer.

	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL REFINANCES COMPLETED - ALL SERVICERS		
	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction
Refinances Completed	\$700,762	4	2.85%				\$5,639,521	29	2.2%	\$3,197,594	15	2.46%	\$6,680,804	27	2.87%	\$16,218,680	75	2.54%

- ⁸ Trials Offered/Approved represents all first lien mortgages where lien modification offers were made to the borrower.
- ⁹ Trials Started/In Process represents all first lien mortgages that had made any payments in a trial modification after March 1, 2012.

Appendix X: State Consumer Relief Information New Jersey

CONSUMER RELIEF	ALTY				BANK OF AMERICA				CITI				CHASE				WELLS				TOTAL CONSUMER RELIEF - ALL SERVICES			
	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Rate Reduction	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Rate Reduction	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Rate Reduction	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Rate Reduction	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Rate Reduction	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Rate Reduction
Completed 3rd Lien Modification Programs*	\$5,000,000	42	\$120,191																					
Completed 2nd Lien Modification Programs*	\$65,538	1	\$65,538		\$1,424,404	12	\$46,208		\$440,700	10	\$44,070		\$1,003	1	\$1,003		\$1,003	1	\$1,003		\$7,981,746	124	\$64,369	
Completed 2nd Lien Modification Programs*	\$198,440	2	\$49,220		\$412,228	18	\$23,179		\$56,606	7	\$8,097		\$10,386	11	\$10,386		\$602,680	38	\$15,834		\$8,974,802	164	\$54,728	
Completed 2nd Lien Modification Programs*	\$17,810	47	\$378,957		\$2,501,679	31	\$80,377		\$1,897,006	27	\$10,200		\$174,006	9	\$19,334		\$8,974,802	164	\$54,728		\$8,974,802	164	\$54,728	
Completed 2nd Lien Modification Programs*	\$9,530,324	63	\$151,276		\$84,524,029	709	\$119,216		\$9,793,299	101	\$96,948		\$51,719,940	360	\$143,666		\$15,754,427	173	\$91,066		\$77,314,580	1,406	\$121,845	
Completed 2nd Lien Modification Programs*					\$225,384	15	\$15,025		\$20,600	9	\$2,289		\$1,940,832	171	\$11,349		\$158,489	68	\$5,225		\$4,453,504	363	\$12,270	
Completed 2nd Lien Modification Programs*									\$113,904	41	\$2,778		\$841,019	128	\$6,570		\$1,966,480	415	\$4,739		\$3,358,934	638	\$5,263	
Completed 2nd Lien Modification Programs*	\$11,021	2	\$5,510																					
Completed 2nd Lien Modification Programs*	\$14,054,379	57	\$244,990		\$81,253,043	655	\$124,050		\$21,983,479	350	\$62,781		\$44,274,318	774	\$57,201		\$23,500,918	796	\$29,511		\$230,054,184	2,872	\$79,427	
Completed 2nd Lien Modification Programs*																								
Completed 2nd Lien Modification Programs*	\$795,567	4	\$198,892		\$57,902,937	380	\$152,376		\$6,469,523	69	\$93,761		\$48,231,327	400	\$120,578		\$12,207,219	127	\$96,120		\$282,298,591	960	\$293,792	
Completed 2nd Lien Modification Programs*	\$395,467	4	\$98,867		\$27,912,448	180	\$155,075		\$4,117,289	64	\$64,334		\$14,971,657	488	\$11,653		\$10,684,572	131	\$81,562		\$79,402,003	867	\$114,881	
TOTAL CONSUMER RELIEF - ALL SERVICES \$220,054,184																								

DEFINITIONS:
 * Other consumer relief programs include: (a) Escrowed Borrower Second Lien Funds Paid by Servicer (operational funds in an amount greater than \$1,500 provided to borrowers to facilitate completion of short sale or deed in lieu of foreclosure); (b) Servicer Payments to Unlevered 2nd Lien Holders for Release of 2nd Lien (agreement to unlevered second lien holders for release of second lien mortgages in connection with short sale or deed-in-lieu-foreclosure); (c) Debit/credit for Unlevered Borrowers (payments of payment, arrearages or traditional balance program for unlevered borrowers to keep them in the home and they can return payments); (d) Delinquency Waivers (waiver of valid claims on borrower delinquency balances on first or second lien mortgages); (e) Forgiveness of Principal Associated with a Property (when the forgiveness of principal associated with property in connection with a division not to pursue foreclosure); (f) Cash Concessions (Cash Concessions Paid by Servicer for Delinquency Waivers); (g) Delinquency Waivers (payments to delinquent borrowers to prevent default); and (h) BEO Foreclosure Dividend (payments made by Servicer/Mortgagee that are deemed to be uncollectible, delinquent, delinquent, or payments of delinquent servicers).

* Behaviors Completed represents eligible loans refinanced with reduced rates. The estimated annual relief provided to borrowers is the product of the average interest rate reduction and the total unpaid principal balance. See below for information on Behaviors Completed by each Servicer.

ALTY		BANK OF AMERICA		CITI		CHASE		WELLS		TOTAL REMAINING COMPLETED - ALL SERVICES	
Principal Loan Balance	Average Rate Reduction	Principal Loan Balance	Average Rate Reduction	Principal Loan Balance	Average Rate Reduction	Principal Loan Balance	Average Rate Reduction	Principal Loan Balance	Average Rate Reduction	Principal Loan Balance	Average Rate Reduction
\$483,879	2.35%	\$15,295,685	2.2%	\$40,683,376	2.07%	\$99,325,242	1.98%	\$155,788,182	2.03%		

* Total Outstanding represents all first lien mortgages where loan modification offers were made to the borrower.
 * Total Standard in Process represents all first lien mortgages that had made any payments in a loan modification after March 1, 2012.

Appendix X: State Consumer Relief Information New Mexico

CONSUMER RELIEF	AT&T		BANK OF AMERICA		CITI		CHASE		WELLS		TOTAL CONSUMER RELIEF - ALL SERVICES	
	Amount of Relief	No. of Borrowers	Amount of Relief	No. of Borrowers	Amount of Relief	No. of Borrowers	Amount of Relief	No. of Borrowers	Amount of Relief	No. of Borrowers	Amount of Relief	No. of Borrowers
Completed 1st Lien Modification Foreclosure ¹	\$154,500	2	\$77,250		\$154,504	3	\$77,252		\$154,504	6	\$77,252	
Completed 2nd Lien Modification ²	\$7,600	1	\$7,600		\$7,600	4	\$19,000		\$7,600	3	\$23,200	
Completed 2nd Lien Modification ³	\$404,919	7	\$57,846		\$279,471	5	\$47,894		\$404,919	10	\$105,735	
Completed 2nd Lien Modification ⁴	\$278,706	4	\$69,677		\$152,310	16	\$9,594		\$278,706	10	\$69,677	
Total Other Program Activity			\$4,274		\$2,139	2	\$1,070		\$4,274	2	\$2,139	
Refinance Completed - Estimated Consumer Relief ⁵	\$2,492	1	\$2,492		\$10,139	9	\$1,127		\$2,492	9	\$2,492	
Total Consumer Relief	\$848,217	75	\$84,548		\$1,559,485	149	\$84,548		\$1,559,485	244	\$84,548	
CONSUMER RELIEF - IN PROCESS												
Total Offered/Agreed ⁶			\$3,774,893	50	\$75,438		\$117,985	4	\$29,296		\$779,552	19
Total Served ⁷			\$1,502,584	21	\$66,832		\$100,784	5	\$26,057		\$1,079,824	30
TOTAL CONSUMER RELIEF - ALL SERVICES \$176,534												

NOTE:
 • Any differences in dollar are due to rounding.

DEFINITIONS:
 1. Completed 1st Lien Modification Foreclosure represents finalized first lien principal reduction program modifications (including completed 1st lien modifications).
 2. Completed 2nd Lien Modification Foreclosure represents finalized second lien principal reduction program modifications.
 3. Completed 2nd Lien Modification Foreclosure represents finalized second lien mortgage refinancing program modifications.
 4. Completed 2nd Lien Modification Foreclosure represents finalized second lien mortgage refinancing program modifications.
 5. Short Sale: Completed represents the forgiveness of first or second lien mortgage including balances to include short sale transactions, includes deeds in the completed which represents the forgiveness of first or second lien mortgage remaining balances to include transactions in which borrower deeds the residence to Service/endorser in lieu of foreclosure.
 6. Other consumer relief programs include: (a) Balanced Foreclosure: Shared-risk Funds Paid by Service (transferred funds in an amount greater than \$1,000 provided to borrowers to facilitate completion of short sales or deeds in lieu of foreclosure), (b) Service Payments to United Fund: Loan holder the Release 2nd Lien Agreement to unsecured second lien holders for release of second lien mortgages in connection with short sale or deed-in-lieu transactions, (c) Borrowers by Using/Over Borrowers (forgiveness of payment arrearages on behalf of unsecured borrowers or traditional forgiveness programs for unsecured borrowers to be placed in that status and they can remain in that status), (d) Callers/Walkers (owner of walk talks to borrower delinquent balances on file or second lien mortgages), (e) Forgiveness of Principal Associated with a Property When No Foreclosure (forgiveness of principal associated with a property in connection with a decision not to pursue foreclosure), (f) Cash Offer Paid by Service for Duration of Property (payments to borrower to provide liquidity), and (g) BEO Properties (credit protection provided by Service/endorser that are denied to municipalities, nonprofit, charitable organizations, or families of deceased homeowners).
 7. Refinance: Completed represents eligible loans refinanced with reduced rates. The estimated annual relief provided to borrowers is the product of the average interest rate reduction and the total unpaid principal balance. See below for information on Refinance Completed by each Service.

Appendix X: State Consumer Relief Information New York

CONSUMER RELIEF	ALIV			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL CONSUMER RELIEF - ALL SERVICES			
	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	
Completed 3rd Line Modification	\$2,592,000	23	\$112,261																
Completed 2nd Line Modification*	\$6,909	1	\$6,909																
Completed 2nd Line Modification*	\$4,050,681	51	\$79,425																
Completed 2nd Line-Extrajudicial*	\$5,093,551	33	\$154,349																
Small Sales																			
Other Programs																			
Refinance Completed - Estimated Consumer Relief*	\$22,972	3	\$7,654																
Total Consumer Relief	\$11,794,994	111	\$106,976	\$52,994,837	491	\$106,313	\$94,656,641	336	\$44,333	\$84,051,041	785	\$107,071	\$13,962,119	237	\$59,276	\$198,471,832	2,160	\$91,685	
CONSUMER RELIEF - IN PROGRESS																			
Total Offered/Approved*	\$142,043	1	\$142,043	\$84,362,213	540	\$156,226	\$70,983,317	90	\$788,700	\$71,072,720	634	\$112,205	\$12,923,046	116	\$102,809	\$195,703,289	1,400	\$139,829	
Total Served*				\$33,589,420	242	\$138,847	\$5,781,930	86	\$78,860	\$88,027,984	793	\$111,025	\$70,644,004	96	\$72,963	\$193,993,279	1,277	\$151,054	
TOTAL CONSUMER RELIEF - ALL SERVICES \$198,471,832																			

Note:
* Any references to dollar are due to rounding.

DEFINITIONS:
 1. Completed 3rd Line Modification: Foreclosure requests fulfilled that line principal reduction program modification (including consented but unaccepted).
 2. Completed 2nd Line Modification: Foreclosure requests fulfilled that line principal reduction program modification (including consented but unaccepted).
 3. Completed 2nd Line Modification-Extrajudicial: Foreclosure requests fulfilled that line principal reduction program modification (including consented but unaccepted).
 4. Completed 2nd Line Modification-Extrajudicial: Foreclosure requests fulfilled that line principal reduction program modification (including consented but unaccepted).
 5. Small Sales: Completed requests for forgiveness of first or second line mortgage remaining balances to facilitate transactions in which borrower does not reside in Service/under in line of business.
 6. Other consumer relief programs include: (a) Balanced Foreclosure: Partial cash paid by Servicer (non-cash) funds in an amount greater than \$1,500 provided to borrowers to facilitate completion of short sales or deeds in lieu of foreclosure; (b) Servicer Payments to Unsettled 2nd Line Holders for Release of 2nd Line Government to unsecured second line holders for release of second line mortgages in connection with short sale or deed-in-lieu-transaction; (c) Release of Unsettled Borrowers (Assignment of Payment Arrangements on behalf of unsecured borrowers or fractional foreclosure program for unsecured borrowers) to be held in their homes until they can resume payments; (d) Release of Unsettled Borrowers (Assignment of Payment Arrangements on behalf of unsecured borrowers) to be held in their homes until they can resume payments; (e) Release of Unsettled Borrowers (Assignment of Payment Arrangements on behalf of unsecured borrowers) to be held in their homes until they can resume payments; (f) Cash Offer Paid by Servicer for Duration of Property (Payments to develop properties to prevent liquidation) and (g) REO Properties Owned (Properties owned by Servicer/under in line of business).
 7. Refinance: Completed requests for forgiveness of first or second line mortgage remaining balances to facilitate transactions in which borrower does not reside in Service/under in line of business.
 8. Offered/Approved requests at first line mortgage when line modification often were made to the borrower.
 9. Total Served is in-process requests at first line mortgage that had made any payments in a line modification after March 1, 2012.

Appendix X: State Consumer Relief Information North Carolina

	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL CONSUMER RELIEF - ALL SERVICERS		
	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower
CONSUMER RELIEF																		
Completed 1st Lien Modification Forgiveness ¹	\$100,538	17	\$6,473				\$91,627	23	\$3,983	\$95,383	30	\$3,179	\$506,468	15	\$33,765	\$3,475,016	85	\$40,883
Completed Forgiveness of pre-3/1/2012 Forbearance ²							\$2,127,992	81	\$26,271							\$2,127,992	81	\$26,271
Completed 2nd Lien Modifications ³	\$59,273	5	\$11,855				\$133,661	9	\$14,851				\$8,451	3	\$2,817	\$201,385	17	\$11,846
Completed 2nd Lien Extinguishments ⁴	\$480,833	14	\$34,345	\$378,693	4	\$79,923	\$456,541	9	\$50,727							\$1,257,067	27	\$46,558
Short Sales Completed ⁵	\$2,792,209	29	\$96,283	\$32,460,600	434	\$74,794	\$3,749,119	57	\$65,774	\$13,294,990	196	\$67,832	\$6,612,131	99	\$66,789	\$58,909,048	815	\$72,281
Total Other Program Activity ⁶	\$9,761,994	227	\$43,004	\$183,502	99	\$1,854	\$45,681	4	\$11,420	\$528,308	47	\$11,241	\$260,259	23	\$11,316	\$10,779,744	400	\$26,949
Refinances Completed - Estimated Consumer Relief ⁷	\$34,431	7	\$3,490				\$376,537	87	\$4,328	\$10,015	22	\$4,554	\$1,361,343	425	\$3,203	\$1,869,325	541	\$3,455
Total Consumer Relief	\$14,279,278	299	\$47,556	\$32,963,795	537	\$61,385	\$2,601,078	270	\$28,899	\$14,886,696	295	\$50,463	\$8,749,652	585	\$15,484	\$78,679,499	1,966	\$39,990
CONSUMER RELIEF - IN PROCESS																		
Trials Offered/Approved ⁸				\$12,570,905	192	\$65,473	\$3,912,033	94	\$41,617	\$5,316,572	142	\$37,441	\$1,358,670	27	\$50,321	\$23,158,180	455	\$50,897
Trials Started/In Process ⁹				\$4,904,869	74	\$66,877	\$3,759,272	88	\$42,719	\$6,726,543	198	\$33,972	\$1,115,600	26	\$42,908	\$16,106,284	386	\$41,726
TOTAL CONSUMER RELIEF - ALL SERVICERS \$78,679,499																		

Notes:
 • Any differences in adding are due to rounding.

DEFINITIONS:

- ¹ Completed 1st Lien Modification Forgiveness represents finalized first lien principal reduction permanent modifications (including converted trial modifications).
- ² Completed Forgiveness of pre-3/1/2012 Forbearance represents forgiveness of deferred principal from pre-settlement permanent modification of first lien mortgages.
- ³ Completed 2nd Lien Modification Forgiveness represents finalized second lien principal reduction permanent modifications.
- ⁴ Completed 2nd Lien Extinguishments represents finalized second lien mortgage extinguishments (forgiveness of the entire balance and release of lien).
- ⁵ Short Sales Completed represents the forgiveness of first or second lien mortgage remaining balances to facilitate short sale transactions. Includes deeds in lieu completed which represents the forgiveness of first or second lien mortgage remaining balances to facilitate transactions in which borrower deeds the residence to Services/investor in lieu of foreclosure.
- ⁶ Other consumer relief programs include: (a) Enhanced Borrower Transitional Funds Paid by Servicer (transitional funds in an amount greater than \$1,500 provided to homeowners to facilitate completion of short sales or deeds in lieu of foreclosure), (b) Servicer Payments to Unlisted 2nd Lien Holder for Release of 2nd Lien (payments to unlisted second lien holders for release of second lien mortgages in connection with short sale or deeds-in-lieu transactions), (c) Forbearance for Unemployed Borrowers (forgiveness of payment arrearages on behalf of unemployed borrowers or traditional forbearance programs for unemployed borrowers to keep them in their homes until they can resume payments), (d) Deficiency Waivers (waiver of valid claims on borrower deficiency balances on first or second lien mortgages), (e) Forgiveness of Principal Associated with a Property When No Foreclosure (forgiveness of principal associated with a property in connection with a decision not to pursue foreclosure), (f) Cash Costs Paid by Servicer for Demolition of Property (payments to demolish properties to prevent blight), and (g) REO Properties Donated (properties owned by Servicers/investors that are donated to municipalities, nonprofits, disabled servicemembers, or families of deceased servicemembers).
- ⁷ Refinances Completed represents eligible loans refinanced with reduced rates. The estimated annual relief provided to borrowers is the product of the average interest rate reduction and the total unpaid principal balance. See below for information on Refinances Completed by each Servicer.

	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL REFINANCES COMPLETED - ALL SERVICERS		
	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction
Refinances Completed	\$689,583	7	3.54%				\$11,854,865	87	3.2%	\$3,870,188	22	2.77%	\$67,061,231	425	2.03%	\$83,475,866	541	2.24%

⁸ Trials Offered/Approved represents all first lien mortgages where first lien modification offers were made to the borrower.
⁹ Trials Started/In Process represents all first lien mortgages that had made any payments in a trial modification after March 1, 2012.

Appendix X: State Consumer Relief Information North Dakota

	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL CONSUMER RELIEF - ALL SERVICERS		
	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower
CONSUMER RELIEF																		
Completed 1st Lien Modification Forgiveness ¹										\$6,680	1	\$6,680				\$6,680	1	\$6,680
Completed Forgiveness of pre-3/1/2012 Forbearance ²																		
Completed 2nd Lien Modifications ³																		
Completed 2nd Lien Extinguishments ⁴	\$16,786	1	\$16,786													\$16,786	1	\$16,786
Short Sales Completed ⁵	\$27,080	1	\$27,080	\$284,392	8	\$35,549				\$79,238	4	\$19,810	\$57,967	2	\$28,984	\$448,677	15	\$29,912
Total Other Program Activity ⁶				\$3,500	2	\$1,750				\$32,000	2	\$16,000				\$35,500	4	\$8,875
Refinances Completed - Estimated Consumer Relief ⁷													\$23,924	3	\$7,975	\$23,924	3	\$7,975
Total Consumer Relief	\$43,866	2	\$21,933	\$287,892	10	\$28,789				\$112,918	7	\$16,845	\$81,891	5	\$16,378	\$531,568	24	\$22,149
CONSUMER RELIEF - IN PROCESS																		
Trials Offered/Approved ⁸				\$26,850	1	\$26,850	\$56,545	1	\$56,545	\$6,680	1	\$6,680				\$90,075	3	\$30,025
Trials Started/In Process ⁹				\$26,850	1	\$26,850	\$56,545	1	\$56,545	\$6,680	1	\$6,680				\$90,075	3	\$30,025
TOTAL CONSUMER RELIEF - ALL SERVICERS \$531,568																		

Note:

* Any differences in adding are due to rounding.

DEFINITIONS:

¹ Completed 1st Lien Modification Forgiveness represents finalized first lien principal reduction permanent modifications (including converted trial modifications).

² Completed Forgiveness of pre-3/1/2012 Forbearance represents forgiveness of deferred principal from pre-3/1/2012 permanent modification of first lien mortgages.

³ Completed 2nd Lien Modification Forgiveness represents finalized second lien principal reduction permanent modifications.

⁴ Completed 2nd Lien Extinguishments represents finalized second lien mortgage extinguishments (forgiveness of the entire balance and release of lien).

⁵ Short Sales Completed represents the forgiveness of first or second lien mortgage remaining balances to facilitate short sale transactions. Includes deeds in lieu completed which represents the forgiveness of first or second lien mortgage remaining balances to facilitate transactions in which borrower deeds the residence to Service/Investor in lieu of foreclosure.

⁶ Other consumer relief programs include: (a) Enhanced Borrower Transitional Funds Paid by Servicer (transitional funds in an amount greater than \$1,500 provided to homeowners to facilitate completion of short sales or deeds in lieu of foreclosure), (b) Servicer Payments to Unvested 2nd Lien Holder for Release of 2nd Lien (payments to unrelated second lien holders for release of second lien mortgages in connection with short sale or deeds-in-lieu transactions), (c) Forbearance for Unemployed Borrowers (forgiveness of payment arrearages on behalf of unemployed borrowers or traditional forbearance programs for unemployed borrowers to keep them in their homes until they can resume payments), (d) Deficiency Waivers (waiver of valid claims on borrower deficiency balances on first or second lien mortgages), (e) Forgiveness of Principal Associated with a Property When No Foreclosure (forgiveness of principal associated with a property in connection with a decision not to pursue foreclosure), (f) Cash Costs Paid by Servicer for Demolition of Property (payments to demolish properties to prevent blight), and (g) REO Properties Donated (properties owned by Servicers/Investors that are donated to municipalities, nonprofits, disabled servicemembers, or families of deceased servicemembers).

⁷ Refinances Completed represents eligible loans refinanced with reduced rates. The estimated annual relief provided to borrowers is the product of the average interest rate reduction and the total unpaid principal balance. See below for information on Refinances Completed by each Servicer.

	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL REFINANCES COMPLETED - ALL SERVICERS		
	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction
Refinances Completed													\$483,323	3	4.95%	\$483,323	3	4.95%

⁸ Trials Offered/Approved represents all first lien mortgages where lien modification offers were made to the borrower.

⁹ Trials Started/In Process represents all first lien mortgages that had made any payments in a trial modification after March 1, 2012.

Appendix X: State Consumer Relief Information Pennsylvania

	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL CONSUMER RELIEF - ALL SERVICERS		
	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower
CONSUMER RELIEF																		
Completed 1st Lien Modification Programs*	\$660,343	15	\$44,023				\$872,436	29	\$30,084	\$2,259,866	44	\$51,360	\$776,448	16	\$44,778	\$4,509,099	104	\$43,357
Completed 2nd Lien Modification Programs*				\$2,865,724	87	\$32,940										\$2,896,974	89	\$32,550
Completed 2nd Lien Modifications*	\$98,700	3	\$32,900				\$281,015	14	\$20,080				\$28,486	3	\$8,362	\$404,300	20	\$20,215
Completed 2nd Lien Modifications*	\$1,750,345	35	\$50,010	\$10,992	1	\$10,992	\$398,522	8	\$49,815				\$32,896	4	\$8,224	\$2,172,295	48	\$44,016
Short Sales Completed*	\$1,654,966	30	\$55,166	\$14,836,342	247	\$60,026	\$2,864,622	54	\$53,031	\$10,779,116	177	\$60,359	\$5,399,130	78	\$69,220	\$18,923,231	586	\$61,302
Real Other Programs*	\$1,472,130	94	\$15,553	\$102,232	52	\$2,042	\$10,200	7	\$1,450	\$1,000,887	76	\$13,301	\$46,075	20	\$2,454	\$8,260,570	379	\$22,466
Refinances Completed - Estimated Consumer Relief*	\$21,600	4	\$5,400				\$54,452	177	\$314				\$10,16,308	253	\$4,122	\$1,893,832	469	\$4,038
Total Consumer Relief	\$10,669,274	251	\$46,691	\$16,944,570	300	\$48,815	\$7,984,997	376	\$20,917	\$16,624,001	329	\$44,451	\$3,998,342	379	\$9,521	\$58,501,665	1,638	\$34,538
CONSUMER RELIEF - IN PROCESS																		
Total	\$26,538	1	\$26,538	\$11,809,479	144	\$87,732	\$3,283,130	92	\$35,686	\$11,588,656	208	\$56,071	\$4,379,672	68	\$64,407	\$31,057,475	533	\$58,289
Total Shortcuts/In Process*	\$26,538	1	\$26,538	\$4,942,153	50	\$98,803	\$3,188,908	88	\$36,236	\$2,951,270	275	\$10,595	\$1,400,311	25	\$56,013	\$21,207,142	479	\$49,447
TOTAL CONSUMER RELIEF - ALL SERVICERS	\$56,501,665																	

Note:
* Any differences in adding are due to rounding.

DEFINITIONS:

- 1 Completed 1st Lien Modification Programs represents finished first lien principal reduction program modifications (excluding completed first lien modifications).
- 2 Completed 2nd Lien Modification Programs represents finished second lien principal reduction program modifications (excluding completed second lien modifications).
- 3 Completed 2nd Lien Modification Programs represents finished second lien principal reduction program modifications (excluding completed second lien modifications).
- 4 Short Sales Completed represents the forgiveness of first or second lien mortgage remaining balances to facilitate short sale transactions. Includes debts in full completed which represents the forgiveness of first or second lien mortgage remaining balances to facilitate transactions in which borrower deeds the residence to Service/Investor in lieu of foreclosure.
- 5 Other consumer relief programs include: (a) Partial Second Lien Pled by Servicer (transitional funds in an amount greater than \$1,500 provided to borrowers to facilitate completion of short sales or deeds in lieu of foreclosures), (b) Servicer Payments to Unemployed 2nd Lien Holder for Release of 2nd Lien (payments to unemployed second lien holders for release of second lien mortgages in connection with short sale or deeds in lieu of foreclosures), (c) Performance for Unemployed Borrowers (forgiveness of payments in lieu of unemployed borrowers on behalf of unemployed borrowers on traditional forbearance programs for unemployed borrowers to keep them in their homes until they can resume payments), (d) Delinquency Waivers (waiver of valid claims on borrower delinquency balances on first or second lien mortgages), (e) Forgiveness of Principal Associated with a Property When the Foreclosure (forgiveness of principal associated with a property in connection with a decision not to pursue foreclosures), (f) Cash Cents Paid by Servicer for Demolition of Property (payments to demolish properties owned by Servicers/Investors that are donated to municipalities, nonprofits, disabled servicemembers, or families of deceased servicemembers), (g) REO Properties Donated (properties owned by Servicers/Investors that are donated to municipalities), (h) Refinances Completed represents eligible loans refinanced with reduced rates. The estimated annual relief provided to borrowers is the product of the average interest rate reduction and the total unpaid principal balance. See below for information on Refinances Completed by each Servicer.

	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL REFINANCES COMPLETED - ALL SERVICERS		
	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction
Refinances Completed	\$947,882	4	3.26%				\$23,051,572	177	2.8%	\$3,915,319	30	3.66%	\$45,994,081	258	2.34%	\$73,810,853	469	2.52%

* Data Offered/Approved represents all first lien mortgages where first modification offers were made to the borrower.
* Data Started in Process represents all first lien mortgages that had made any payments in a first modification after March 1, 2012.

Appendix X: State Consumer Relief Information Rhode Island

CONSUMER RELIEF	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL REMITTANCES RELIEF - ALL SERVICES			
	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	
Completed 1st Lien Modification	\$200,000	3	\$66,633																
Completed Programs of per-3/28(0) Refinance*							\$12,888	1	\$12,888	\$58,174	10	\$5,817	\$80,127	2	\$40,064	\$1,400,089	16	\$71,256	
Completed 2nd Lien Modification*							\$969,899	15	\$64,660	\$55,400	4	\$13,850				\$1,028,298	19	\$53,543	
Completed 2nd Lien Modification*							\$61,795	5	\$12,359							\$61,795	5	\$12,359	
Completed 2nd Lien-Extinguishment*	\$85,559	2	\$42,779	\$50,953	3	\$16,984	\$71,638	2	\$35,819	\$17,084	1	\$17,084			\$17,084	1	\$17,084		
Smart Loan Completion*	\$5,420	5	\$1,084	\$1,425,595	104	\$13,807	\$606,037	11	\$55,092	\$728,235	60	\$12,137	\$404,792	5	\$80,958	\$2,277,768	105	\$19,640	
Total Other Program Activity*	\$1,075,650	28	\$38,416	\$58,665	26	\$2,256				\$38,020	24	\$1,584	\$21,298	6	\$3,550	\$3,540,613	84	\$42,257	
Refinance Completed - Estimated Consumer Relief*							\$1,816,638	2	\$90,832	\$314,929	21	\$14,997	\$45,080	8	\$5,635	\$3,066,667	38	\$78,619	
Total Consumer Relief	\$1,816,638	38	\$47,806	\$1,635,213	123	\$13,293	\$864,970	41	\$21,100	\$8,700,739	121	\$71,907	\$90,381	22	\$4,108	\$26,690,880	285	\$91,908	
CONSUMER RELIEF - IN PROGRESS																			
Total Offered/Approved*				\$14,442,952	109	\$132,504	\$521,719	5	\$104,344	\$3,605,758	35	\$103,022	\$559,769	8	\$69,971	\$9,120,198	127	\$71,848	
Total Serviced*				\$7,045,560	51	\$138,148	\$53,178	5	\$104,344	\$4,071,027	45	\$90,467	\$314,577	5	\$62,911	\$7,953,263	106	\$75,262	
TOTAL CONSUMER RELIEF - ALL SERVICES																			

Notes:
 * Any reference to adding are due to rounding.

DEFINITIONS:
 1. Completed 1st Lien Modification: Represents requests finished that 1st lien principal reduction program modifications (including completed 1st modification).
 2. Completed Programs of per-3/28(0) Refinance: Represents requests finished that 1st lien principal reduction program modifications.
 3. Completed 2nd Lien Modification: Represents requests finished that 2nd lien principal reduction program modifications.
 4. Completed 2nd Lien-Extinguishment: Represents requests finished that 2nd lien principal reduction program modifications.
 5. Smart Loan Completion: Represents requests finished that 2nd lien principal reduction program modifications.
 6. Total Other Program Activity: Represents requests finished that 2nd lien principal reduction program modifications.
 7. Refinance Completed - Estimated Consumer Relief: Represents requests finished that 2nd lien principal reduction program modifications.
 8. Total Consumer Relief: Represents requests finished that 2nd lien principal reduction program modifications.
 9. CONSUMER RELIEF - IN PROGRESS: Represents requests finished that 2nd lien principal reduction program modifications.
 10. Total Offered/Approved: Represents all 1st lien mortgages where loan modification offers were made to the borrower.
 11. Total Serviced: Represents all 1st lien mortgages that had made any payments as a loan modification after March 1, 2012.

Appendix X: State Consumer Relief Information South Carolina

ALTY		BANK OF AMERICA		CITI		CHASE		WELLS		TOTAL CONSUMER RELIEF - ALL SERVICES	
Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower
Completed 1st Lien Modification Programs ¹	16	\$28,196									
Completed 2nd Lien Modification ²	1	\$28,800									
Completed 2nd Lien Modification ³	1	\$28,800									
Completed 2nd Lien Modification ⁴	1	\$28,800									
Completed 2nd Lien Modification ⁵	15	\$17,194	\$89,095	5	\$17,819	\$16,657	2	\$13,025	\$82,272	23	\$35,344
Smart Loan Complete ⁶	23	\$78,896	\$27,203,143	337	\$20,802	\$4,209,491	142	\$92,635	\$5,497,937	65	\$81,955
Other Programs Available ⁷	148	\$7,595	\$8,625	53	\$1,670	\$92,227	7	\$13,200	\$43,200	16	\$5,593
Reference Completed - Estimated Consumer Relief ⁸	4,487	\$2,340		52	\$1,292	\$52,439	40	\$4,296	\$779,643	242	\$1,952
Total Consumer Relief	205	\$94,345	\$27,907,763	395	\$64,640	\$3,954,475	238	\$54,797	\$4,490,912	343	\$20,090
CONSUMER RELIEF - IN PROGRESS											
Total Offered/Approved ⁹	2	\$9,179	\$1,084,519	49	\$42,549	\$1,904,791	66	\$44,235	\$322,450	26	\$23,025
Total Started/ ¹⁰ In Progress ¹¹	1	\$8,087	\$813,992	27	\$42,862	\$1,841,042	48	\$38,397	\$4,347,037	98	\$44,297
TOTAL CONSUMER RELIEF - ALL SERVICES	206	\$103,424	\$28,992,282	444	\$107,280	\$5,858,946	364	\$99,094	\$4,813,364	409	\$44,115

Notes:
 • Any differences in adding are due to rounding.
 • Definitions:
 1. Completed 1st Lien Modification Programs represents completed first lien principal reduction programs (including completed full modifications).
 2. Completed 2nd Lien Modification Programs represents completed second lien principal reduction programs (including completed full modifications).
 3. Completed 2nd Lien Modification Programs represents completed second lien principal reduction programs (including completed full modifications).
 4. Completed 2nd Lien Modification Programs represents completed second lien principal reduction programs (including completed full modifications).
 5. Smart Loan Complete represents the program of first or second lien mortgage modification programs to be done about late transactions, including steps in late completed which represent the forgiveness of first or second lien mortgage remaining balances to be done about late transactions, including steps in late completed which represent the forgiveness of first or second lien mortgage remaining balances to be done about late transactions.
 6. Other consumer relief programs include: (A) Enhanced Forensic Bankruptcy Funded by Service (structured loans in an amount greater than \$1,500 provided to borrowers to facilitate completion of short sales or deeds in lieu of foreclosure), (B) Service Payments to Unsettled 2nd Lien Holders for Release of 2nd Lien (payment to unsecured second lien holders for release of second lien mortgages in connection with short sale or deed-in-lieu transactions), (C) Refinance for Unemployed Borrowers (forgiveness of payment arrangements on behalf of unemployed borrowers or traditional balance programs for unemployed borrowers to keep them in the homes and they can remain in the homes until they can resume payments), (D) Debt-Free Workers (counselor of wage/delinquent borrower delinquent balances on first or second lien mortgages), (E) Forgiveness of Principal Associated with a Property (When the Foreclosure/Repossession of principal associated with a property in connection with a decision not to pursue foreclosure), (F) Cash Cashes Paid by Service for Duration of Property (Payments to eliminate properties to eliminate properties to eliminate properties owned by Service/borrowers that are deferred to municipalities), (G) Refinance Completed represents eligible loans refinanced with reduced rates. The estimated annual relief provided to borrowers is the product of the average interest rate reduction and the total unpaid principal balance. See below for information on Refinances Completed by each Service.

ALTY		BANK OF AMERICA		CITI		CHASE		WELLS		TOTAL REMAINING COMPLETED - ALL SERVICES	
Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction
\$104,504	2	4.29%	\$6,305,586	51	3.7%	\$8,424,279	40	1.99%	\$38,032,343	247	2.05%
									\$52,866,652	340	2.17%

¹ Total Offered/Approved represents all first lien mortgages where loan modification offers were made to the borrower.
² Total Started/In Progress represents all first lien mortgages that had made any payments to a first modification offer March 1, 2012.

Appendix X: State Consumer Relief Information South Dakota

CONSUMER RELIEF	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL CONSUMER RELIEF - ALL SERVICES		
	Amount of Relief	Nbr. of Borrowers	Average Relief per Borrower	Amount of Relief	Nbr. of Borrowers	Average Relief per Borrower	Amount of Relief	Nbr. of Borrowers	Average Relief per Borrower	Amount of Relief	Nbr. of Borrowers	Average Relief per Borrower	Amount of Relief	Nbr. of Borrowers	Average Relief per Borrower	Amount of Relief	Nbr. of Borrowers	Average Relief per Borrower
Completed 1st Lien Modification Programs*																		
Completed 2nd Lien Modification Programs*																		
Completed 3rd Lien Modification Programs*																		
Completed 2nd Lien Modification Programs* - Estimated Consumer Relief*	\$3,337	1	\$3,337															
Total Consumer Relief	\$73,506	3	\$24,502	\$300,004	7	\$42,858	\$105,924	4	\$26,481	\$100,022	4	\$25,006	\$300,387	11	\$27,308	\$948,894	29	\$32,720
CONSUMER RELIEF - IN PROCESS																		
Trusts Offered/Approved*				\$44,661	1	\$44,661				\$48,737	3	\$16,246	\$114,207	3	\$38,069	\$208,605	7	\$29,801
Trusts Started/In Process*										\$79,634	3	\$26,511	\$114,207	3	\$38,069	\$194,041	6	\$32,340
TOTAL CONSUMER RELIEF - ALL SERVICES																		

Note: * Any differences in adding are due to rounding.

DEFINITIONS:

- *Completed 1st Lien Modification Programs represents finalized first lien principal reduction permanent modifications (excluding converted trial modifications).
- *Completed 2nd Lien Modification Programs represents finalized second lien principal reduction permanent modifications (excluding converted trial modifications).
- *Completed 3rd Lien Modification Programs represents finalized third lien principal reduction permanent modifications (excluding converted trial modifications).
- *Completed 2nd Lien Modification Programs represents finalized second lien principal reduction permanent modifications (excluding converted trial modifications).
- *1st Lien Sides Completed represents finalized first or second lien mortgage remaining balances to be paid in full (includes short sale transactions). Includes deeds in this completed which represents the forgiveness of first or second lien mortgage remaining balances to facilitate transactions in which borrower does the residence to Service/Investor in lieu of foreclosure.
- *Other consumer relief programs include: (a) Enhanced Borrower Trust over Funds Paid by Servicer (transitional funds in an amount greater than \$1,500 provided to borrowers in connection with short sale or deed in lieu of foreclosure); (b) Servicer Payments to Unemployed 2nd Lien Holder for Release of 2nd Lien (payments to unemployed second lien holders for release of second lien mortgages in connection with short sale or deed in lieu of foreclosure); (c) Forbearance for Unemployed Borrowers (forgiveness of payment arrearages on behalf of unemployed borrowers on traditional forbearance programs for unemployed borrowers to keep them in their homes until they can resume payments); (d) Deficiency Waivers (waiver of valid claims on borrower deficiency balances on first or second lien mortgages); (e) Forgiveness of Principal Associated with a Property When No Foreclosure (forgiveness of principal associated with a property in connection with a decision not to pursue foreclosure); (f) Cash Cash Paid by Servicer for Redemption of Property Payments to defensible properties to prevent liquidation; and (g) REO Properties Donated Properties owned by Servicers/Investors that are donated to municipalities, nonprofits, disabled servicemen/women, or families of deceased servicemen/women.
- *Refinances Completed represents eligible loans refinanced with reduced rates. This estimated annual relief provided to borrowers is the product of the average interest rate reduction and the total unpaid principal balance. See below for information on Refinances Completed by each Servicer.

* Trusts Offered/Approved represents all first lien mortgages where first modification offers were made to the borrower.
* Trusts Started/In Process represents all first lien mortgages that had made any payments in a first modification after March 1, 2012.

REFINANCES COMPLETED	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL REFINANCES COMPLETED - ALL SERVICES		
	Principal Loan Balance	Nbr. of Borrowers	Average Rate Reduction	Principal Loan Balance	Nbr. of Borrowers	Average Rate Reduction	Principal Loan Balance	Nbr. of Borrowers	Average Rate Reduction	Principal Loan Balance	Nbr. of Borrowers	Average Rate Reduction	Principal Loan Balance	Nbr. of Borrowers	Average Rate Reduction	Principal Loan Balance	Nbr. of Borrowers	Average Rate Reduction
Refinances Completed	\$22,858	1	5.875%										\$527,034	4	5.145%	\$579,892	5	5.17%

Appendix X: State Consumer Relief Information Tennessee

CONSUMER RELIEF	ATLY		BANK OF AMERICA		CITI		CHASE		WELLS		TOTAL CONSUMER RELIEF - ALL SERVICES		
	Amount of Relief	No. of Borrowers	Amount of Relief	No. of Borrowers	Amount of Relief	No. of Borrowers	Amount of Relief	No. of Borrowers	Amount of Relief	No. of Borrowers	Amount of Relief	Average Relief per Borrower	
Completed 1st Lien Modification Programs*	\$504,700	9	\$21,189		\$548,230	17	\$33,431	\$909,997	23	\$39,562	\$468,420	16	\$44,026
Completed Refinements of pre-3/1/2007 Refinance**	\$1,572	1	\$1,572		\$860,455	44	\$19,556	\$14,700	2	\$7,350	\$884,727	47	\$18,824
Completed 2nd Lien Modifications*					\$90,273	3	\$30,091				\$90,273	3	\$30,091
Completed 2nd Lien-Substitutions*	\$355,307	9	\$39,479		\$10,228	1	\$10,228	\$183,047	4	\$46,262	\$538,581	14	\$38,899
Smart Start Completion*	\$706,132	23	\$40,267		\$10,740,155	258	\$53,285	\$1,229,576	27	\$45,538	\$5,560,733	122	\$45,575
Total Other Program Activity*	\$4,616,441	279	\$19,710		\$103,176	70	\$1,493	\$10,907	3	\$3,636	\$500,639	34	\$14,731
Refinance Completed - Estimated Consumer Relief*	\$5,623	2	\$4,303		\$48,434	143	\$3,387	\$222,791	46	\$2,668	\$454,300	90	\$3,076
Total Consumer Relief	\$9,040,794	303	\$40,307		\$13,991,918	329	\$42,222	\$3,433,979	241	\$14,248	\$1,007,698	227	\$30,871
CONSUMER RELIEF - IN PROGRESS													
Total	\$77,256	2	\$28,628		\$7,820,146	113	\$69,294	\$2,656,212	70	\$37,946	\$5,323,867	140	\$38,028
Other/Unreported**	\$77,256	2	\$28,628		\$7,820,146	113	\$69,294	\$2,656,212	70	\$37,946	\$5,323,867	140	\$38,028
Total Services*	\$77,256	2	\$28,628		\$7,820,146	113	\$69,294	\$2,656,212	70	\$37,946	\$5,323,867	140	\$38,028
TOTAL CONSUMER RELIEF - ALL SERVICES \$36,735,979													

Note:
* Any reference to adding are due to rounding.

DEFINITIONS:
 1. Completed 1st Lien Modification Programs represents finished first lien principal reduction program modifications (including completed first modifications).
 2. Completed Refinements of pre-3/1/2007 Refinance** represents refinements of existing first lien mortgages from pre-3/1/2007 to fixed rate mortgages.
 3. Completed 2nd Lien Modifications* represents finished second lien mortgages refinancing into 2nd lien mortgages.
 4. Completed 2nd Lien-Substitutions* represents finished second lien mortgages refinancing into 2nd lien mortgages.
 5. Smart Start Completion* represents first or second lien mortgage remaining balances to be taken about last transactions, including debts in the completed which represents the forgiveness of first or second lien mortgage remaining balances to be taken transactions in which borrower debts the residence to Service/insurer in lieu of foreclosure.
 6. Other consumer relief programs include: (A) Balanced Refinance Smart Start Funds Paid by Service (transferred funds in an amount greater than \$1,500 provided to borrowers to facilitate completion of short sales or deeds in lieu of foreclosure), (B) Service Payments to Unemployed 2nd Lien Holders for Release of 2nd Lien (Government to unemployed second lien holders for release of second lien mortgages in connection with their sale or deed-in-lieu-foreclosure), (C) Refinance by Unemployed Borrowers (Department of Payment strategies on behalf of unemployed borrowers or financial hardship programs for unemployed borrowers to help them in their homes and they can remain in their homes), (D) Call Center Workers (owner of sold/delinquent borrower delinquent balances on first or second lien mortgages), (E) Forgiveness of Principal Associated with a Property When No Foreclosure (Forgiveness of principal associated with a property in connection with a decision not to pursue foreclosure), (F) Cash Out Paid by Service for Duration of Property (Department to delinquent borrowers to provide principal), and (G) HELOC Properties (Default Protection owned by Service/insurer that are donated to municipalities, disabled service members, or families of deceased service members).
 7. Refinance Completed represents eligible loans refinanced with included rates. The estimated annual relief provided to borrowers is the product of the average interest rate reduction and the total unpaid principal balance. See below for information on Refinance Completed by each Service.

CONSUMER RELIEF	ATLY		BANK OF AMERICA		CITI		CHASE		WELLS		TOTAL REFINANCES COMPLETED - ALL SERVICES	
	Principal Loan Balance	No. of Borrowers	Principal Loan Balance	No. of Borrowers	Principal Loan Balance	No. of Borrowers	Principal Loan Balance	No. of Borrowers	Principal Loan Balance	No. of Borrowers	Principal Loan Balance	Average Rate Reduction
Refinances Completed	\$206,652	2	\$1,678	1	\$16,811,678	143	\$4,539,760	46	\$13,279,060	90	\$34,837,149	281

* Total Other/Unreported represents all first lien mortgages where first modification offers were made to the borrower.
 ** Total Smart Start in process represents all first lien mortgages that had made any payments in a first modification after March 1, 2013.

Appendix X: State Consumer Relief Information Texas

CONSUMER RELIEF	ALIV			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL CONSUMER RELIEF - ALL SERVICES		
	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower
Completed 1st Lien Modification Programs ¹	\$442,900	3	\$147,633				\$660,883	27	\$24,477	\$1,650,819	51	\$32,369	\$299,402	7	\$29,915	\$2,963,224	88	\$33,626
Completed 2nd Lien Modification Programs ²							\$1,358,217	59	\$23,021							\$1,358,217	59	\$23,021
Completed 2nd Lien Modification Programs ³							\$168,433	13	\$12,956	\$6,208	1	\$6,208	\$2,719	1	\$2,719	\$177,380	15	\$11,825
Completed 2nd Lien Modification Programs ⁴																		
Completed 2nd Lien Modification Programs ⁵	\$305,966	10	\$30,597	\$107,158	5	\$21,432	\$303,244	11	\$27,573				\$54,479	2	\$27,240	\$810,547	28	\$28,948
Completed 2nd Lien Modification Programs ⁶	\$2,463,706	50	\$49,274	\$2,582,404	615	\$4,217	\$1,300,004	81	\$15,939	\$79,683,421	419	\$192,813	\$19,206	26	\$736.35	\$49,252,741	1,233	\$39,948
Total Other Program Activity ⁷	\$709,640	523	\$1,356	\$412,245	229	\$1,800	\$14,065	6	\$2,344	\$127,153	43	\$2,958	\$141,257	24	\$5,886	\$23,279,683	875	\$26,654
Relief - Estimated Consumer Relief ⁸	\$983	3	\$327.67				\$192,788	63	\$3,060							\$2,762	1	\$2,762
Total Consumer Relief	\$23,777,726	899	\$26,459	\$23,580,807	849	\$27,782	\$3,982,424	242	\$16,456	\$23,088,041	604	\$38,042	\$1,211,645	41	\$29,547	\$77,004,894	2,345	\$32,846
CONSUMER RELIEF - IN PROGRESS																		
Total	\$100,000	1	\$100,000	\$19,421,753	359	\$54,100	\$2,919,076	89	\$32,731	\$7,642,451	242	\$31,645	\$798,694	16	\$49,881	\$11,095,814	707	\$15,566
Total Shared/In Progress ⁹				\$12,508,433	112	\$111,682	\$2,448,888	47	\$52,083	\$10,040,203	338	\$29,705	\$726,296	75	\$9,697	\$27,146,231	582	\$46,530
TOTAL CONSUMER RELIEF - ALL SERVICES \$77,004,894																		

Note:
 * Any differences in adding are due to rounding.

DEFINITIONS:
 1. Completed 1st Lien Modification Programs represents completed 1st lien principal reduction permanent modifications (including reverse 1st lien modification).
 2. Completed 2nd Lien Modification Programs represents completed 2nd lien principal reduction permanent modifications (including reverse 2nd lien modification).
 3. Completed 2nd Lien Modification Programs represents completed 2nd lien principal reduction permanent modifications (including reverse 2nd lien modification).
 4. Completed 2nd Lien Modification Programs represents completed 2nd lien principal reduction permanent modifications (including reverse 2nd lien modification).
 5. Completed 2nd Lien Modification Programs represents completed 2nd lien principal reduction permanent modifications (including reverse 2nd lien modification).
 6. Completed 2nd Lien Modification Programs represents completed 2nd lien principal reduction permanent modifications (including reverse 2nd lien modification).
 7. Total Other Program Activity represents all other programs not included in the above categories.
 8. Relief - Estimated Consumer Relief represents the estimated amount of relief provided to borrowers in the product of the average interest rate reduction and the total unpaid principal balance. See below for information on Reliance Completed by each Service.
 9. Total Shared/In Progress represents all first lien mortgages that made any payments in a first lien modification after March 1, 2012.

TOTAL REMAINING COMPLETED - ALL SERVICES	ALIV			BANK OF AMERICA			CITI			CHASE			WELLS		
	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction
\$712,208.7	67	2.35%													

Appendix X: State Consumer Relief Information Utah

CONSUMER RELIEF	BANK OF AMERICA				CITI				CHASE				WELLS				TOTAL CONSUMER RELIEF - ALL SERVICES			
	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower		
Completed 1st Lien Modification Programs*	\$732,400	7	\$104,629				\$193,980	4	\$48,495	\$111,475	5	\$22,295	\$170,316	7	\$48,029	\$2,486,231	35	\$69,035		
Completed 2nd Lien Modification*	\$4,409	1	\$4,409			\$2,080,638	35	\$59,447	\$10,100	2	\$5,050					\$2,091,146	38	\$55,155		
Completed 3rd Lien Modification*	\$1,487	1	\$1,487			\$34,428	10	\$3,443	\$25,372	2	\$12,686					\$316,791	15	\$21,119		
Completed 3rd Lien-Redepositment**	\$393,203	5	\$78,641			\$173,536	14	\$12,400								\$1,387,647	23	\$59,902		
SmartStart Campaign*	\$2124,096	22	\$96,549			\$4174,265	524	\$79,577	\$4,412,022	70	\$63,029	\$1,656,702	142	\$11,955	\$5,609,796	68	\$82,497	\$44,976,864	846	\$78,805
Total Other Program Activity*	\$5,079,233	69	\$73,554			\$196,467	90	\$2,182	\$25,320	12	\$2,110	\$59,620	41	\$1,452	\$82,450	24	\$3,434	\$5,919,499	294	\$25,031
Resources Completed - Estimated Consumer Relief*	\$19,923	2	\$9,962			\$389,279	104	\$3,743	\$91,279	20	\$4,564	\$60,781	65	\$729	\$174,313	213	\$5,362			
Total Consumer Relief	\$8,280,840	107	\$77,291	\$4,479,578	67	\$67,226	\$8,071,603	249	\$32,416	\$12,740,558	234	\$54,447	\$15,844,792	749	\$88,074	\$78,084,371	1,406	\$85,579		
CONSUMER RELIEF - IN PROGRESS																				
Totals				\$5,246,606	52	\$100,666	\$1,884,028	24	\$78,502	\$2,732,555	35	\$78,062	\$2,292,733	40	\$57,318	\$12,552,531	151	\$83,149		
Other/Unreported Totals/Service* In Progress*				\$2,408,212	22	\$109,464	\$1,684,028	24	\$70,200	\$2,891,258	47	\$61,517	\$1,593,016	34	\$46,852	\$9,115,563	127	\$71,824		
TOTAL CONSUMER RELIEF - ALL SERVICES																				

Note: * Any differences in adding are due to rounding.

DEFINITIONS:

- * Completed 1st Lien Modification Programs represents finalized 1st lien principal reduction program modifications (including completed 1st lien modifications).
- ** Completed 2nd Lien Modification Programs represents finalized 2nd lien principal reduction program modifications (including completed 2nd lien modifications).
- ** Completed 3rd Lien Modification Programs represents finalized 3rd lien principal reduction program modifications (including completed 3rd lien modifications).
- ** Completed 3rd Lien-Redepositment Programs represents finalized 3rd lien mortgage servicing balances to include short sale transactions, including deeds in lieu completed which represents the forgiveness of first or second lien mortgage servicing balances to include transactions in which borrower deeds the residence to servicer/lender in lieu of foreclosure.
- ** Smart Start Campaign represents first or second lien mortgage servicing balances to include short sale transactions, including deeds in lieu completed which represents the forgiveness of first or second lien mortgage servicing balances to include transactions in which borrower deeds the residence to servicer/lender in lieu of foreclosure.
- ** Other consumer relief programs include: (A) Balanced Borrower Restart used Funds Paid by Servicer (assisted funds in an amount greater than \$1,500 provided to borrowers to facilitate completion of short sale or deed in lieu of foreclosure), (B) Refinance for Unemployed Borrowers (forgiveness of payment arrearages on behalf of unemployed borrowers or traditional forbearance programs for unemployed borrowers to keep them in the home and they can resume payment), (C) Unemployed Borrowers (forgiveness of principal arrearages on behalf of unemployed borrowers or traditional forbearance programs for unemployed borrowers to keep them in the home and they can resume payment), (D) Unemployed Borrowers (forgiveness of principal arrearages on behalf of unemployed borrowers or traditional forbearance programs for unemployed borrowers to keep them in the home and they can resume payment), (E) Cash Cash Paid by Servicer for Delinquent Property (payments to servicer/lender to prevent liquidation and (F) RCO Properties Owned (properties owned by servicer/lender that are included in mortgage).
- ** Refinance Completed represents eligible loans refinanced with reduced rates. The refinanced amount relief provided to borrowers is the product of the average interest rate reduction and the total unpaid principal balance. See below for information on Refinance Completed by each Servicer.

TOTAL REMAINING COMPLETED - ALL SERVICES	BANK OF AMERICA				CITI				CHASE				WELLS			
	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	
Refinance Completed	\$843,553	2	2.35%	\$17,787,688	104	2.2%	\$7,433,938	22	2.65%	\$9,625,876	85	3.10%	\$45,671,005	213	2.65%	

* Total Other/Unreported represents all first lien mortgages where first lien modification offers were made to the borrower.
 ** Total started in process represents all first lien mortgages that had made any payments as a first modification after March 1, 2012.

Appendix X: State Consumer Relief Information Vermont

	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL CONSUMER RELIEF - ALL SERVICES		
	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower
CONSUMER RELIEF																		
Completed 1st Lien Modification Requests*	\$19,200	1	\$19,200				\$51,824	1	\$51,824							\$71,174	2	\$35,587
Completed 2nd Lien Modification Requests*	\$59,763	1	\$59,763	\$150,168	3	\$50,056	\$195,995	4	\$48,999	\$270,885	4	\$67,721				\$626,870	12	\$52,234
Completed 3rd Lien Modification Requests*				\$1,500	1	\$1,500				\$210,000	2	\$105,000				\$28,500	3	\$9,500
Short Sales Completed*							\$3,892	1	\$3,892							\$3,892	1	\$3,892
Waiver of Other Program																		
Refinances Completed - Estimated Consumer Relief*																		
Total Consumer Relief	\$79,063	2	\$39,531	\$151,668	4	\$37,917	\$218,621	8	\$27,328	\$242,885	6	\$40,481				\$762,236	20	\$38,112
CONSUMER RELIEF - IN PROCESS																		
Trusts				\$227,369	4	\$56,842	\$103,148	2	\$51,574	\$287,671	9	\$31,963				\$495,389	15	\$48,213
Trusts Started/In Process*				\$138,868	2	\$69,434	\$103,148	2	\$51,574	\$259,171	5	\$51,834				\$394,357	9	\$43,799
TOTAL CONSUMER RELIEF - ALL SERVICES																		

Note:
 * Any differences in adding are due to rounding.

DEFINITIONS:

- Completed 1st Lien Modification Requests represents completed first lien principal reduction program modifications (excluding completed trial modifications).
- Completed 2nd Lien Modification Requests represents completed second lien principal reduction program modifications (excluding completed trial modifications).
- Completed 3rd Lien Modification Requests represents completed third lien principal reduction program modifications (excluding completed trial modifications).
- Short Sales Completed represents the forgiveness of first or second lien mortgage remaining balances to facilitate short sale transactions. Includes deeds in lieu of foreclosure.
- Other consumer relief programs include: (a) Unsettled Borrower Transitional Funds Paid by Servicer (transitional funds in an amount greater than \$1,000 provided to borrowers to facilitate completion of short sales or deeds in lieu of foreclosure); (b) Servicer Payments to Unsettled 2nd Lien Holder for Release of 2nd Lien (payments to unsettled second lien holders for release of second lien mortgages in connection with short sale or deeds-in-lieu transactions); (c) Refinance for Unemployed Borrowers (forgiveness of payments, arrangement on behalf of unemployed borrowers or traditional forbearance programs for unemployed borrowers to keep them in their homes and they can resume payments); (d) Deficiency Waiver (waiver of valid claims on borrower deficiency balances on first or second lien mortgages); (e) Forgiveness of Principal Associated with a Property When the Foreclosure (forgiveness of principal associated with a property in connection with a decision not to pursue foreclosure); (f) Cash Costs Paid by Servicer for Demolition of Property (payments to demolish properties to prevent blight); and (g) REO Properties Donated (properties owned by Servicers/Investors that are donated to municipalities).
- Refinances Completed represents eligible loans refinanced with reduced rates. The estimated annual rate provided to borrowers is the product of the average interest rate reduction and the total unpaid principal balance. See below for information on Refinances Completed by each Servicer.

	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL REFINANCES COMPLETED - ALL SERVICES		
	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction
Refinances Completed																		
							\$109,767	1	3.6%							\$109,767	1	3.6%

* State Offered/Approved represents all first lien mortgages where first modification offers were made to the borrower.

* Trusts Started in Process represents all first lien mortgages that had made any payments in a trial modification after March 1, 2012.

Appendix X: State Consumer Relief Information Washington

	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL CONSUMER RELIEF - ALL SERVICERS		
	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower
CONSUMER RELIEF																		
Completed 1st Lien Modification Forgiveness ¹	\$2,149,400	18	\$119,411				\$700,964	8	\$87,620	\$6,052,968	60	\$100,883	\$3,875,182	43	\$90,121	\$12,778,513	129	\$99,058
Completed Forgiveness of pre-3/1/2012 Forbearance ²	\$146,852	2	\$73,426				\$3,848,995	74	\$52,013	\$330,500	9	\$36,722	\$78,849	1	\$78,849	\$4,345,197	86	\$50,526
Completed 2nd Lien Modifications ³	\$52,600	2	\$26,300				\$440,126	13	\$33,856				\$27,242	6	\$4,540	\$519,968	21	\$24,780
Completed 2nd Lien Extinguishments ⁴	\$2,069,004	27	\$76,630	\$1,721,480	21	\$81,975	\$729,683	13	\$56,129				\$678,721	30	\$22,624	\$5,138,888	71	\$72,379
Short Sales Completed ⁵	\$7,376,635	68	\$108,480	\$10,069,207	995	\$10,1577	\$9,454,691	109	\$86,720	\$60,859,952	526	\$115,703	\$10,270,127	123	\$83,497	\$189,030,652	1,831	\$103,239
Total Other Program Activity ⁶				\$346,412	189	\$1,833	\$71,071	12	\$5,928	\$3,288,910	165	\$19,933	\$125,999	39	\$3,231	\$3,832,458	405	\$9,463
Refinances Completed - Estimated Consumer Relief ⁷	\$15,412	2	\$7,706				\$442,352	102	\$4,336	\$1,785,584	238	\$7,502	\$1,424,120	163	\$8,737	\$3,672,427	525	\$6,995
Total Consumer Relief	\$11,809,903	119	\$99,243	\$103,137,099	1,205	\$85,591	\$15,692,948	341	\$46,020	\$72,317,913	998	\$72,463	\$16,360,249	405	\$40,396	\$219,318,113	3,068	\$71,486
CONSUMER RELIEF - IN PROCESS																		
Trials Offered/Approved ⁸				\$28,335,517	231	\$122,665	\$3,800,977	41	\$92,707	\$22,418,559	259	\$86,558	\$9,080,818	102	\$89,028	\$63,635,871	633	\$100,531
Trials Started/In Process ⁹				\$10,798,965	107	\$101,872	\$3,746,383	40	\$93,660	\$26,123,086	313	\$83,460	\$5,798,967	70	\$82,842	\$46,467,400	525	\$88,509
TOTAL CONSUMER RELIEF - ALL SERVICERS	\$219,318,113																	

Note:

* Any differences in adding are due to rounding.

DEFINITIONS:

¹ Completed 1st Lien Modification Forgiveness represents finalized first lien principal reduction permanent modifications (including converted trial modifications).

² Completed Forgiveness of pre-3/1/2012 Forbearance represents forgiveness of deferred principal from pre-3/1/2012 permanent modification of first lien mortgages.

³ Completed 2nd Lien Modification Forgiveness represents finalized second lien principal reduction permanent modifications.

⁴ Completed 2nd Lien Extinguishments represents finalized second lien mortgage extinguishments (forgiveness of the entire balance and release of lien).

⁵ Short Sales Completed represents the forgiveness of first or second lien mortgage remaining balances to facilitate short sale transactions. Includes deeds in lieu completed which represents the forgiveness of first or second lien mortgage remaining balances to facilitate transactions in which borrower deeds the residence to Service/Investor in lieu of foreclosure.

⁶ Other consumer relief programs include: (a) Enhanced Borrower Transitional Funds Paid by Servicer (transitional funds in an amount greater than \$1,500 provided to borrowers to facilitate completion of short sales or deeds in lieu of foreclosure), (b) Servicer Payments to Uninsured 2nd Lien-Holder for Release of 2nd Lien (payments to uninsured second lien holders for release of second lien mortgages in connection with short sale or deed-in-lieu transactions), (c) Forbearance for Unemployed Borrowers (forgiveness of payment arrearages on behalf of unemployed borrowers or traditional forbearance programs for unemployed borrowers to keep them in their homes until they can resume payments), (d) Deficiency Waivers (waiver of valid claims on borrower deficiency balances on first or second lien mortgages), (e) Forgiveness of Principal Associated with a Property When No Foreclosure (forgiveness of principal associated with a property in connection with a decision not to pursue foreclosure), (f) Cash Costs Paid by Servicer for Demolition of Property (payments to demolish properties to prevent blight), and (g) REO Properties Donated (properties owned by Service/Investors that are donated to municipalities, nonprofits, disabled servicemembers, or families of deceased servicemembers).

⁷ Refinances Completed represents eligible loans refinanced with reduced rates. The estimated annual relief provided to borrowers is the product of the average interest rate reduction and the total unpaid principal balance. See below for information on Refinances Completed by each Servicer.

	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL REFINANCES COMPLETED - ALL SERVICERS		
	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction
Refinances Completed	\$529,170	2	2.91%				\$22,904,417	102	2.0%	\$95,962,385	238	1.86%	\$53,944,281	183	2.64%	\$173,340,254	525	2.12%

* Trials Offered/Approved represents all first lien mortgages where lien modification offers were made to the borrower.

* Trials Started/In Process represents all first lien mortgages that had made any payments in a trial modification after March 1, 2012.

Appendix X: State Consumer Relief Information West Virginia

	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL CONSUMER RELIEF - ALL SERVICERS		
	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower
CONSUMER RELIEF																		
Completed 1st Lien Modification Forgiveness ¹	\$245,000	4	\$61,250				\$153,398	4	\$38,350				\$14,917	1	\$14,917	\$413,315	9	\$45,924
Completed Forgiveness of pre-3/1/2012 Forbearance ²							\$27,312	5	\$5,462							\$27,312	5	\$5,462
Completed 2nd Lien Modifications ³							\$9,013	2	\$4,506							\$9,013	2	\$4,506
Completed 2nd Lien-Extinguishments ⁴	\$36,632	2	\$18,316													\$36,632	2	\$18,316
Short Sales Completed ⁵	\$15,575	1	\$15,575	\$743,762	13	\$57,366	\$436,374	7	\$62,339	\$590,863	10	\$59,086	\$25,4436	5	\$50,887	\$2,043,009	36	\$56,750
Total Other Program Activity ⁶	\$1,368,764	22	\$62,217	\$1,500	3	\$1,667				\$52,500	5	\$10,500				\$1,424,764	30	\$47,492
Refinances Completed - Estimated Consumer Relief ⁷							\$52,831	21	\$2,516	\$22,855	3	\$7,618	\$120,018	27	\$4,778	\$204,704	51	\$4,014
Total Consumer Relief	\$1,665,971	29	\$57,447	\$749,262	16	\$46,829	\$678,927	28	\$17,408	\$646,218	18	\$37,012	\$398,371	33	\$12,072	\$4,108,749	185	\$30,806
CONSUMER RELIEF - IN PROCESS																		
Trials Offered/Approved ⁸				\$890,215	7	\$127,174	\$327,788	7	\$46,827	\$662,823	16	\$41,426	\$87,626	2	\$43,813	\$1,968,452	32	\$61,514
Trials Started/In Process ⁹				\$314,552	3	\$104,851	\$382,555	8	\$47,819	\$663,986	19	\$34,947	\$14,917	1	\$14,917	\$1,375,470	31	\$44,400
TOTAL CONSUMER RELIEF - ALL SERVICERS \$4,158,749																		

Note:
• Any differences in adding are due to rounding.

DEFINITIONS:

- ¹ Completed 1st Lien Modification Forgiveness represents finalized first lien principal reduction permanent modifications (including converted trial modifications).
- ² Completed Forgiveness of pre-3/1/2012 Forbearance represents forgiveness of deferred principal from pre-settlement permanent modification of first lien mortgages.
- ³ Completed 2nd Lien Modification Forgiveness represents finalized second lien principal reduction permanent modifications.
- ⁴ Completed 2nd Lien Extinguishments represents finalized second lien mortgage extinguishments (forgiveness of the entire balance and release of lien).
- ⁵ Short Sales Completed represents the forgiveness of first or second lien mortgage remaining balance to facilitate short sale transactions. Includes deeds in lieu completed which represents the forgiveness of first or second lien mortgage remaining balances to facilitate transactions in which borrower deeds the residence to Service/Investor in lieu of foreclosure.
- ⁶ Other consumer relief programs include: (a) Enhanced Borrower Transitional Funds Paid by Servicer (transitional funds in an amount greater than \$1,500 provided to homeowners to facilitate completion of short sales or deeds in lieu of foreclosure), (b) Servicer Payments to Unrelated 2nd Lien Holder for Release of 2nd Lien (payments to unrelated second lien holders for release of second lien mortgages in connection with short sale or deeds-in-lieu transactions), (c) Forbearance for Unemployed Borrowers (forgiveness of payment arrearages on behalf of unemployed borrowers or traditional forbearance programs for unemployed borrowers to keep them in their homes until they can resume payments), (d) Deficiency Waivers (waiver of valid claims on borrower deficiency balances on first or second lien mortgages), (e) Forgiveness of Principal Associated with a Property When No Foreclosure (forgiveness of principal associated with a property in connection with a decision not to pursue foreclosure), (f) Cash Costs Paid by Servicer for Demolition of Property (payments to demolish properties to prevent blight), and (g) REO Properties Donated (properties owned by Servicers/Investors that are donated to municipalities, nonprofits, disabled servicemembers, or families of deceased servicemembers).
- ⁷ Refinances Completed represents eligible loans refinanced with reduced rates. The estimated annual relief provided to borrowers is the product of the average interest rate reduction and the total unpaid principal balance. See below for information on Refinances Completed by each Servicer.

	ALLY			BANK OF AMERICA			CITI			CHASE			WELLS			TOTAL REFINANCES COMPLETED - ALL SERVICERS		
	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction
Refinances Completed							\$1,781,728	21	3.0%	\$570,586	3	4.01%	\$4,161,886	27	3.10%	\$6,514,200	51	3.14%

- ⁸ Trials Offered/Approved represents all first lien mortgages where lien modification offers were made to the borrower.
- ⁹ Trials Started/In Process represents all first lien mortgages that had made any payments in a trial modification after March 1, 2012.

Appendix X: State Consumer Relief Information Wisconsin

CONSUMER RELIEF	BANK OF AMERICA				CITI				CHASE				WELLS				TOTAL CONSUMER RELIEF - ALL SERVICES			
	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Amount of Relief	No. of Borrowers	Average Relief per Borrower		
Completed 1st Lien Modification Programs ¹	\$244,800	7	\$34,971			\$976,487	13	\$75,115	\$1,527,049	35	\$44,500	\$1,261,391	19	\$66,424	\$4,042,281	21	\$194,424			
Completed 2nd Lien Modification ²	\$45,400	1	\$45,400			\$2,213,648	41	\$54,230	\$9,200	1	\$9,200				\$2,272,968	42	\$54,356			
Completed 3rd Lien Modification ³	\$234,020	6	\$39,003			\$185,533	8	\$23,192				\$23,907	3	\$7,969	\$234,930	12	\$19,578			
Completed 3rd Lien Modification ⁴	\$234,020	6	\$39,003			\$156,343	7	\$22,335						\$840,877	15	\$56,058				
Short Sales Completed ⁵	\$1,856,499	27	\$68,759	\$30,288,646	145	\$66,053	\$1,046,308	38	\$27,532	\$4,723,417	85	\$55,572	\$642,207	10	\$64,221	\$20,020,295	325	\$61,611		
Refinance Completed - Estimated Consumer Relief ⁶	\$9,771,891	154	\$63,454	\$55,802	38	\$1,468	\$3,320	6	\$550	\$44,593	35	\$1,274	\$36,985	7	\$5,283	\$20,229,985	240	\$84,304		
Total Consumer Relief	\$12,448	1	\$12,448			\$1,819,151	135	\$13,401	\$19,936	30	\$664	\$666,202	102	\$6,531	\$1,900,390	277	\$6,859			
CONSUMER RELIEF - IN PROGRESS																				
Total Outstanding ⁷	\$178,352	3	\$59,451	\$6,527,540	87	\$75,029	\$4,288,523	72	\$59,572	\$6,326,248	115	\$55,011	\$2,949,244	46	\$64,134	\$20,270,377	323	\$62,757		
Total Standard ⁸ in Progress ⁹	\$154,432	2	\$77,216	\$2,833,029	32	\$73,207	\$4,052,196	44	\$92,095	\$4,478,659	141	\$31,701	\$1,018,129	24	\$42,009	\$4,423,435	269	\$16,402		
TOTAL CONSUMER RELIEF - ALL SERVICES: \$39,863,246																				

Note:
* Any differences in adding are due to rounding.

DEFINITIONS:

- Completed 1st Lien Modification Programs represent finished first lien principal reduction permanent modifications (including completed first modifications).
- Completed 2nd Lien Modification Programs represent finished second lien principal reduction permanent modifications (including completed second modifications).
- Completed 3rd Lien Modification Programs represent finished third lien principal reduction permanent modifications (including completed third modifications).
- Completed 3rd Lien Modification Programs represent first or second lien mortgage principal reduction to include first and second lien mortgage.
- Short Sales Completed represent the amount of first or second lien mortgage principal reduction to include short sales and transactions. Includes short sales completed which represent the forgiveness of first or second lien mortgage mortgage amounts including balances to be paid. Excludes short sales in progress.
- Refinance Completed - Estimated Consumer Relief represents the amount of first or second lien mortgage principal reduction to include refinances in which borrower debts the borrower's mortgage with a new lender.
- Total Outstanding represents all first lien mortgages where first modification offers were made to the borrower.
- Total Standard in Progress represents all first lien mortgages that had made any payments on a first modification after March 1, 2012.

CHASE

BANK OF AMERICA				CITI				CHASE				WELLS				TOTAL REFINANCES COMPLETED - ALL SERVICES			
Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction	Principal Loan Balance	No. of Borrowers	Average Rate Reduction		
\$52,230	1	8.90%	\$18,438,736	135	2.7%	\$5,661,096	39	2.47%	\$19,088,877	102	3.49%	\$43,240,948	277	3.07%					


Appendix X: State Consumer Relief Information Wyoming

CONSUMER RELIEF	AT&T				BANK OF AMERICA				CITI				CHASE				WELLS				TOTAL CONSUMER RELIEF - ALL SERVICES				
	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Rate Reduction	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Rate Reduction	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Rate Reduction	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Rate Reduction	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Rate Reduction	Amount of Relief	No. of Borrowers	Average Relief per Borrower	Rate Reduction	
Completed 3rd Lien Modification Programs ¹																									
Completed Programs of pre-3/7/2007 Refinance ²																									
Completed 2nd Lien Modification ³	\$28,600	1	\$28,600																						
Completed 2nd Lien-Extrajudicial ⁴	\$25,463	1	\$25,463																						
Short Sales Completed ⁵		1		\$124,103		14	\$8,919		\$15,904		1	\$15,904													
Total Other Program Activities ⁶	\$10,400	10	\$2,160																						
Refinance Completed - Estimated Consumer Relief ⁷																									
Total Consumer Relief	\$395,594	16	\$24,725		\$124,103	14	\$8,919		\$15,904		1	\$15,904		\$14,489	2	\$7,245					\$2,763,281	48	\$57,568		
CONSUMER RELIEF - IN PROGRESS																									
Total Offered/Approved ⁸				\$81,726		1	\$81,726																		
Total Served/ ⁹ In Process ¹⁰				\$81,726		1	\$81,726																		
TOTAL CONSUMER RELIEF - ALL SERVICES \$2,763,281																									

Note:
* Any differences in adding are due to rounding.

DEFINITIONS:


- 1. Completed 3rd Lien Modification Programs represents standard third lien principal reduction payment modifications (including completed but not modification).
- 2. Completed Programs of pre-3/7/2007 Refinance represents pre-3/7/2007 refinances that are completed but not modification.
- 3. Completed 2nd Lien Modification represents standard second lien principal reduction payment modifications (including completed but not modification).
- 4. Completed 2nd Lien-Extrajudicial represents standard second lien principal reduction payment modifications (including completed but not modification).
- 5. Short Sales Completed represents the forgiveness of first or second lien mortgage indebtedness to facilitate short sale transactions, including deeds in lieu of foreclosure and releases of deed.
- 6. Other consumer relief programs include: (A) Refinance Program - standard first lien in amount greater than \$1,000 provided to borrowers to facilitate completion of short sales or deeds in lieu of foreclosure, (B) Service Payments to Unsettled 2nd Lien Holders for Release of 2nd Lien (Agreement to unbundle second lien holders for release of second lien mortgages in connection with short sale or deed-in-lieu transaction), (C) Refinance by Unemployed Borrowers (Forgiveness of payment amounts on behalf of unemployed borrowers or traditional forbearance program for unemployed borrowers to keep them in their homes and they can resume payment), (D) Delinquency Waiver (Waiver of arrearages on borrower delinquent balances on first or second lien mortgages), (E) Forgiveness of Principal Associated with a Property When No Foreclosure (Forgiveness of principal associated with property in connection with a decision not to pursue foreclosure), (F) Cash Offer Paid by Service for Duration of Property (Payments to charitable properties to provide English), and (G) REO Properties Owned (Properties owned by Secretary/Oversight that are deemed to meet criteria).
- 7. Refinance Completed represents eligible loans refinanced with reduced rates. The estimated annual relief provided to borrowers is the product of the average interest rate reduction and the total unpaid principal balance. See below for information on Refinance Completed by each Service.
- 8. Total Offered/Approved represents all first lien mortgages where first modification offers were made to the borrower.
- 9. Total Served/In Process represents all first lien mortgages that had made any payments in a first modification offer during 1, 2012.



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