

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

CONSUMER FINANCIAL PROTECTION	)	
BUREAU, <i>et al.</i> ,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	Civil Action No. 13-02025 (RMC)
	)	
OCWEN FINANCIAL CORPORATION,	)	
and OCWEN LOAN SERVICING, LLC,	)	
	)	
Defendants.	)	
	)	

**MONITOR’S REPORT REGARDING COMPLIANCE BY DEFENDANTS  
OCWEN FINANCIAL CORPORATION AND OCWEN LOAN SERVICING, LLC  
FOR THE REPORTING PERIODS ENDED MARCH 31, 2016 AND JUNE 30, 2016**

The undersigned, Joseph A. Smith, Jr., in my capacity as the Monitor under the Consent Judgment (Case: 1:13-cv-02025-RMC; Document 12) filed in the above-captioned matter on February 26, 2014 (Judgment), respectfully files this Report regarding compliance by Ocwen Financial Corporation and Ocwen Loan Servicing, LLC with the terms of the Judgment, as set forth in Exhibits A and D thereto. This Report is filed pursuant to Paragraph D.3 of Exhibit D to the Judgment. This Report is the fourth report filed under the Judgment and encompasses the quarterly measurement periods ended March 31, 2016 and June 30, 2016.

**I. Definitions**

This Section defines words or terms that are used throughout this Report. Words and terms used and defined elsewhere in this Report will have the meanings given them in the Sections of this Report where defined. Any capitalized terms used and not defined in this Report will have the meanings given them in the Judgment or the Exhibits attached thereto, as applicable. For convenience,

the Judgment, without the signature pages of the Parties, and Exhibits A, D and D-1 are attached to this Report as an appendix (Appendix - Judgment/Exhibits).

In this Report:

i) *Compliance Report* means a report I file with the Court regarding compliance by Servicer with the Servicing Standards. The *First Compliance Report* filed under the Judgment was for the calendar quarter reporting periods ended September 30, 2014 and December 31, 2014, the *Second Compliance Report* was for the calendar quarter reporting periods ended March 31, 2015 and June 30, 2015, and the *Third Compliance Report* was for the calendar quarter reporting periods ended September 30, 2015 and December 31, 2015 (collectively referred to as the *Prior Compliance Reports*). This Report, which is the *Fourth Compliance Report*, is for the calendar quarter reporting periods ended March 31, 2016 and June 30, 2016;

ii) *Compliance Review* means a compliance review conducted by the IRG as required by Paragraph C.7 of Exhibit D;

iii) *Corrective Action Plan* or *CAP* means a plan prepared and implemented pursuant to Paragraph E.3 of Exhibit D as the result of a Potential Violation;

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

v) *Cure Period* means the Test Period following satisfactory completion of a CAP, or if a CAP's completion is during a Test Period, the remaining part of that Test Period, as described in Paragraph E.3 of Exhibit D;

vi) *Enforcement Terms* means the terms and conditions of the Judgment in Exhibit D;

vii) *Exhibit* or *Exhibits* means any one or more of the exhibits to the Judgment;

viii) *Global CAP* means the Global Letter-Dating Corrective Action Plan referred to in Section VI of this Compliance Report;

ix) *Internal Review Group* or *IRG* means an internal quality control group established by Servicer that is required to be independent from Servicer's mortgage servicing operations, as set out in Paragraph C.7 of Exhibit D;

x) *Judgment* means the Consent Judgment (Case 1:13-cv-02025-RMC; Document 12) filed in the above-captioned civil matter on February 26, 2014;

xi) *Metric* means any one of the thirty-four metrics, and *Metrics* means any two or more of the thirty-four metrics, referenced in Paragraph C.11 of Exhibit D, and specifically described in Exhibit D-1;

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

xiii) *Monitoring Committee* means the Monitoring Committee referred to in Paragraph B of Exhibit D;

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

xv) *Professionals* means the Primary Professional Firm, or *PPF*, which is BDO Consulting, a division of BDO USA, LLP, the Secondary Professional Firm, or *SPF*, which is Baker Tilly Virchow Krause, LLP, and any other professional persons, together with their respective firms, I engage from time to time to represent or assist me in carrying out my duties under the Judgment;

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

xvii) *ResCap Compliance Report* refers to any one of the reports I filed with the Court under the ResCap Judgment and *ResCap Compliance Reports* refers to any two or more of the reports I filed with the Court under the ResCap Judgment;

xviii) *ResCap Judgment* means the consent judgment filed with the Court in Case 1:12-cv-00361-RMC (Document 13) that settled mortgage loan servicing claims against the ResCap Parties;

xix) *ResCap Parties* is a collective reference to Residential Capital, LLC, GMAC Mortgage, LLC and Ally Financial, Inc., *ResCap* is a reference to Residential Capital, LLC and GMAC is a reference to GMAC Mortgage, LLC;

xx) *ResCap Portfolio* refers to the portfolio of mortgage loans serviced by Servicer pursuant to the terms of the ResCap Judgment;<sup>1</sup>

xxi) *Servicer* means Ocwen Financial Corporation and Ocwen Loan Servicing, LLC;

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

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

xxiv) *Test Period* means a period of three consecutive calendar months in which Metrics are tested to assess compliance with the Servicing Standards, and for Servicer, one month of each of its Test Periods is the last month of a calendar quarter and the remaining two months of each of its Test Periods are the first two calendar months of the following calendar quarter;<sup>2</sup>

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<sup>1</sup> Subsequent to the filing of the ResCap Judgment and as a consequence of ResCap's and GMAC's bankruptcy filing in 2012, ResCap and GMAC sold a portion of the ResCap Portfolio to Servicer. As a part of that transaction, the servicing of the ResCap Portfolio was assumed by Servicer and Servicer agreed to service the ResCap Portfolio in accordance with the Servicing Standards.

<sup>2</sup> By way of illustration, the Test Periods reported on in this Report extend from December 1, 2015 through February 29, 2016 (referred to as the Test Period for the first calendar quarter of 2016), and from March 1, 2016 through May 31, 2016 (referred to as the Test Period for the second calendar quarter of 2016). In this Report, the same usage of terms will apply to calendar quarter reporting periods other than the first and second calendar quarter reporting periods of 2016. For example, a reference to the first calendar quarter of 2017 is to the first calendar quarter reporting period of 2017 and the Test Period reflected in the Quarterly Report filed for such period will extend from December 1, 2016 through February 26, 2017.

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

xxvi) *Work Papers* means the documentation of the test work and assessments of the IRG with regard to the Metrics, which documentation is required to be sufficient for the SPF and PPF to substantiate and confirm the accuracy and validity of the work and conclusions of the IRG; and

xxvii) *Work Plan* means the work plan established by agreement between Servicer and me, and not objected to by the Monitoring Committee, pursuant to Paragraphs C.11 through C.14 of Exhibit D.

## **II. Background**

### **A. Periodic Reporting**

Under the Judgment, I am required to report periodically to the Court regarding Servicer's compliance with the Servicing Standards. As noted above, this Report is the fourth report that I am filing with the Court relative to Servicer's compliance with the Servicing Standards with respect to all loans serviced by Servicer. This Report covers the Test Periods for the first and second calendar quarters ended March 31, 2016 and June 30, 2016.

### **B. Testing Protocols**

In the ResCap Compliance Reports, I explained in some detail the processes, procedures and protocols involved in testing Servicer's compliance with those Servicing Standards that are mapped to the Metrics. In this Report, I will only touch on those processes, procedures and protocols as necessary to explain my work, and that of the IRG and the SPF and PPF for the Test Periods for the first and second calendar quarters of 2016 relative to Servicer's compliance with the Servicing Standards measured by the Metrics.

**C. System of Record**

Servicer's SOR, is Servicer's business records and related processing application and storage systems pertaining primarily to Servicer's mortgage servicing operations and related business operations. The SOR is predominantly electronic data entered and maintained on both Servicer's internal technology platforms and external technology platforms maintained by third parties for use by or the benefit of Servicer. These technology platforms are in part integrated and in part stand-alone or segregated, and include, among other things, mortgage loan and home equity line servicing platforms, default processing platforms for mortgage loans, platforms for tracking lender placed insurance and consumer inquiries and complaints, and platforms for records archiving and retrieval. The SOR also includes records maintained in a tangible medium by either Servicer or third parties for Servicer.

Under the terms of the Judgment, I am not charged with reviewing the SOR for the purpose of determining the accuracy and completeness of information in the SOR, or the functional integrity of the SOR. The Settlement, however, requires that an independent third party periodically review those parts of the SOR that pertain to account information for accuracy and completeness.<sup>3</sup> All of the testing results discussed in this Report (and all previous Reports I have filed concerning Servicer), and my review of such testing results and findings relative thereto, are based on the assumption that the SOR has functional integrity, that the information tested and reviewed by me, as reflected in the IRG's Work Papers, is from the SOR, and that such information from the SOR is accurate and complete.<sup>4</sup>

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<sup>3</sup> Exhibit A, Paragraph I.B.9. This Servicing Standard is not mapped to one of the Metrics.

<sup>4</sup> On April 20, 2017, the Consumer Financial Protection Bureau (CFPB) filed suit against Servicer in the United States District Court for the Southern District of Florida. In its complaint, the CFPB has made allegations questioning the accuracy and reliability of Servicer's SOR. In addition, since April 20, 2017, numerous State Mortgage Regulators have filed Cease and Desist Orders, or other forms of administrative Orders or charges, against Servicer in their respective States making allegations questioning the accuracy and reliability of Servicer's SOR. Servicer denies the allegations about the accuracy and reliability of Servicer's SOR in all of these proceedings. Resolving these issues is outside the scope of my duties as Monitor.

### III. Internal Review Group and Quarterly Reports

#### A. IRG Testing

1. Testing. For the Test Periods applicable to the first and second calendar quarters of 2016, the IRG conducted tests on all of the Metrics in effect under the Enforcement Terms, with the exception of Metrics 8, 28, 29, 31 and 34 for the Test Period applicable to the first calendar quarter of 2016, and Metrics 15, 16, 17, 28, 29 and 34 for the Test Period applicable to the second calendar quarter of 2016. As shown below in Table 1, the Metrics not tested by the IRG were not tested for one of the following reasons: (i) a Metric was a policy and procedure (P&P) Metric that was not subject to testing in the relevant Test Period; (ii) there were no loans in the required loan testing population for the relevant Test Period;<sup>5</sup> or (iii) a Metric was under a CAP. If a Metric was under a CAP, there had been a Potential Violation of the Metric in a previous Test Period. The results of the IRG's testing for the Test Periods applicable to the first and second calendar quarters of 2016 are listed below in Section III.B, Tables 2 and 3.

**Table 1: Metrics Not Tested in First and Second Quarters of 2016**

<b>Metric No.</b>	<b>Reason Metric Not Tested</b>
<i>First Quarter of 2016</i>	
Metric 8	Under CAP
Metric 28	Under CAP
Metric 29	Under CAP
Metric 31	Under CAP
Metric 34	No loans met the loan testing population criteria
<i>Second Quarter of 2016</i>	
Metric 15 Metric 16 Metric 17	Policy and Procedure Metrics tested annually in the first quarter of 2016 and were not required to be tested in the second quarter of 2016
Metric 28	Under CAP

<sup>5</sup> For the Test Periods applicable to the first and second calendar quarters of 2016, the reason Servicer did not have a loan testing population for Metric 34 is because it did not acquire any additional servicing rights during such time.

Metric No.	Reason Metric Not Tested
Metric 29	Under CAP
Metric 34	No loans met the loan testing population criteria

2. Sampling. The IRG uses a statistical sampling approach to evaluate Servicer's compliance with the Metrics subject to loan-level testing and documents its sampling procedures and protocols in its monthly loan testing population documents, which are part of the Work Papers. This statistical sampling approach was explained in detail in the ResCap Compliance Reports filed under the original ResCap Judgment. Under the Work Plan, the size of the samples selected by the IRG from each of the loan testing populations (i.e., populations of mortgage loans used by the IRG to test each of the Metrics) must be statistically significant or a minimum sample size of 100.

#### **B. Quarterly Reports**

1. First Quarter of 2016. In May 2016, Servicer submitted to me a Quarterly Report containing the results of the Compliance Reviews conducted by the IRG for the Test Period applicable to the first calendar quarter ended March 31, 2016 except with respect to Metrics 2, 10 and 23. In June 2016, Servicer revised its Quarterly Report for the first calendar quarter of 2016 to include the testing results for Metrics 2 and 10, which the IRG needed additional time to test, and again in August 2016 to include Metric 23, which the IRG also needed additional time to test. Table 2 below shows the results of the IRG's testing of all of the Metrics the IRG tested in the Test Period applicable to the first calendar quarter of 2016, with the exception of Metrics 8, 28, 29, 31 and 34 for the reasons described previously in Section III.A.1 and Table 1 above. As reported by Servicer in its Quarterly Report, and as shown in Table 2 below, the Threshold Error Rate had not been exceeded for any of the Metrics tested.



**Table 2: Servicer's Metric Compliance Results for First Quarter of 2016**

<b>Metric No.</b>	<b>Metric</b>	<b>Threshold Error Rate</b>	<b>Result</b>
<i>First Quarter of 2016</i>			
1 (1.A)	Foreclosure Sale in Error	1%	Pass
2 (1.B)	Incorrect Modification Denial	5%	Pass
3 (2.A)*	Was Affidavit of Indebtedness (AOI) Properly Prepared	5% Pass/Fail	Pass
4 (2.B)	Proof of Claim (POC)	5%	Pass
5 (2.C)	Motion for Relief from Stay (MRS) Affidavits	5%	Pass
6 (3.A)	Pre-foreclosure Initiation	5%	Pass
7 (3.B)	Pre-foreclosure Initiation Notifications	5%	Pass
8 (4.A)	Fee Adherence to Guidance	5%	Under CAP
9 (4.B)	Adherence to Customer Payment Processing	5%	Pass
10 (4.C)	Reconciliation of Certain Waived Fees	5%	Pass
11 (4.D)	Late Fees Adhere to Guidance	5%	Pass
12 (5.A)**	Third Party Vendor Management	Pass/Fail	Pass
13 (5.B)**	Customer Portal	Pass/Fail	Pass
14 (5.C)***	Single Point of Contact (SPOC)	5% <sup>6</sup> Pass/Fail	Pass
15 (5.D)****	Workforce Management	Pass/Fail	Pass
16 (5.E)****	Affidavit of Indebtedness (AOI) Integrity	Pass/Fail	Pass
17 (5.F)****	Account Status Activity	Pass/Fail	Pass
18 (6.A)	Complaint Response Timeliness	5%	Pass
19 (6.B.i)	Loan Modification Document Collection Timeline Compliance	5%	Pass
20 (6.B.ii)	Loan Modification Decision/Notification Timeline Compliance	10%	Pass
21 (6.B.iii)	Loan Modification Appeal Timeline Compliance	10%	Pass
22 (6.B.iv)	Short Sale Decision Timeline Compliance	10%	Pass
23 (6.B.v)	Short Sale Document Collection Timeline Compliance	5%	Pass

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

Metric No.	Metric	Threshold Error Rate	Result
<i>First Quarter of 2016</i>			
24 (6.B.vi)	Charge of Application Fees for Loss Mitigation	1%	Pass
25 (6.B.vii.a)	Short Sales – Inclusion of Notice of Whether or Not a Deficiency Will Be Required	5%	Pass
26 (6.B.viii.a)	Dual Track – Referred to Foreclosure in Violation of Dual Track Provisions	5%	Pass
27 (6.B.viii.b)	Dual Track – Failure to Postpone Foreclosure Proceedings in Violation of Dual Track Provisions	5%	Pass
28 (6.C.i)	Force-Placed Insurance (FPI) Timeliness of Notices	5%	Under CAP
29 (6.C.ii)	FPI Termination	5%	Under CAP
30 (7.A)	Loan Modification Process	5%	Pass
31 (7.B)	Loan Modification Denial Notice Disclosures	5%	Under CAP
32 (7.C) *****	SPOC Implementation and Effectiveness	5% <sup>7</sup> Pass/Fail	Pass
33 (7.D)	Billing Statement Accuracy	5%	Pass
34 (6.D.i)	Transfer of Servicing to Servicer	5%	Not Tested

*\*Indicates a Metric with two questions, one of which is tested on an overall yes/no basis (i.e., not on a loan-level basis)*

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

*\*\*\*Indicates a Metric with four questions, three of which are tested quarterly on an overall yes/no basis*

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

*\*\*\*\*\*Indicates a Metric with three questions, two of which are tested quarterly on an overall yes/no basis*

2. Second Quarter of 2016. In August 2016, Servicer submitted to me a Quarterly Report containing the results of the Compliance Reviews conducted by the IRG for the Test Period applicable to the calendar quarter ended June 30, 2016 except with respect to Metrics 2, 8 and 14. In September

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<sup>7</sup> Test Question 1 only.

2016, Servicer revised its Quarterly Report for the second calendar quarter of 2016 to include the testing results for Metrics 2, 8 and 14, which the IRG needed additional time to test. Table 3 below shows the results of the IRG's testing for the Test Period applicable to the second calendar quarter of 2016 with the exception of Metrics 15, 16, 17, 28, 29 and 34 for the reasons described previously in Section III.A.1 and Table 1 above. As reported by Servicer in its Quarterly Report, and as shown in Table 3 below, the Threshold Error Rate had not been exceeded for any of the Metrics tested.

**Table 3: Servicer's Metric Compliance Results for Second Quarter of 2016**

<b>Metric No.</b>	<b>Metric</b>	<b>Threshold Error Rate</b>	<b>Result</b>
<i>Second Quarter of 2016</i>			
1 (1.A)	Foreclosure Sale in Error	1%	Pass
2 (1.B)	Incorrect Modification Denial	5%	Pass
3 (2.A)*	Was Affidavit of Indebtedness (AOI) Properly Prepared	5% Pass/Fail	Pass
4 (2.B)	Proof of Claim (POC)	5%	Pass
5 (2.C)	Motion for Relief from Stay (MRS) Affidavits	5%	Pass
6 (3.A)	Pre-foreclosure Initiation	5%	Pass
7 (3.B)	Pre-foreclosure Initiation Notifications	5%	Pass
8 (4.A)	Fee Adherence to Guidance	5%	Pass
9 (4.B)	Adherence to Customer Payment Processing	5%	Pass
10 (4.C)	Reconciliation of Certain Waived Fees	5%	Pass
11 (4.D)	Late Fees Adhere to Guidance	5%	Pass
12 (5.A)**	Third Party Vendor Management	Pass/Fail	Pass
13 (5.B)**	Customer Portal	Pass/Fail	Pass
14 (5.C)***	Single Point of Contact (SPOC)	5% <sup>8</sup> Pass/Fail	Pass
15 (5.D)****	Workforce Management	Pass/Fail	Not Tested
16 (5.E)****	Affidavit of Indebtedness (AOI) Integrity	Pass/Fail	Not Tested
17 (5.F)****	Account Status Activity	Pass/Fail	Not Tested

<sup>8</sup> Test Question 4 only.

<b>Metric No.</b>	<b>Metric</b>	<b>Threshold Error Rate</b>	<b>Result</b>
<i>Second Quarter of 2016</i>			
18 (6.A)	Complaint Response Timeliness	5%	Pass
19 (6.B.i)	Loan Modification Document Collection Timeline Compliance	5%	Pass
20 (6.B.ii)	Loan Modification Decision/Notification Timeline Compliance	10%	Pass
21 (6.B.iii)	Loan Modification Appeal Timeline Compliance	10%	Pass
22 (6.B.iv)	Short Sale Decision Timeline Compliance	10%	Pass
23 (6.B.v)	Short Sale Document Collection Timeline Compliance	5%	Pass
24 (6.B.vi)	Charge of Application Fees for Loss Mitigation	1%	Pass
25 (6.B.vii.a)	Short Sales – Inclusion of Notice of Whether or Not a Deficiency Will Be Required	5%	Pass
26 (6.B.viii.a)	Dual Track – Referred to Foreclosure in Violation of Dual Track Provisions	5%	Pass
27 (6.B.viii.b)	Dual Track – Failure to Postpone Foreclosure Proceedings in Violation of Dual Track Provisions	5%	Pass
28 (6.C.i)	Force-Placed Insurance (FPI) Timeliness of Notices	5%	Under CAP
29 (6.C.ii)	FPI Termination	5%	Under CAP
30 (7.A)	Loan Modification Process	5%	Pass
31 (7.B)	Loan Modification Denial Notice Disclosures	5%	Pass
32 (7.C) *****	SPOC Implementation and Effectiveness	5% <sup>9</sup> Pass/Fail	Pass
33 (7.D)	Billing Statement Accuracy	5%	Pass
34 (6.D.i)	Transfer of Servicing to Servicer	5%	Not Tested

*\*Indicates a Metric with two questions, one of which is tested on an overall yes/no basis (i.e., not on a loan-level basis)*

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

*\*\*\*Indicates a Metric with four questions, three of which are tested quarterly on an overall yes/no basis*

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<sup>9</sup> Test Question 1 only.

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

*\*\*\*\*\*Indicates a Metric with three questions, two of which are tested quarterly on an overall yes/no basis*

#### **IV. Monitor and Confirmation of Quarterly Reports**

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

The Enforcement Terms provide that the Professionals and I may not have any prior relationships with any of the Parties to the Judgment that would undermine public confidence in the objectivity of our work under the Judgment or any conflicts of interest with any of the Parties to the Judgment.<sup>10</sup> In connection with the work summarized in this Report, each of the Professionals and I submitted a conflicts of interest analysis on the basis of which I determined that no such prohibited relationships or conflicts of interest existed.

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

1. Review of Internal Review Group. I am required to undertake periodic due diligence regarding the IRG in the context of my reviews of the Quarterly Reports and the work of the IRG associated therewith. I undertook this due diligence with the assistance of the Professionals. In my two most recent Compliance Reports, I reported that I would continue to perform enhanced due diligence regarding the IRG because of my findings in an earlier investigation I undertook with respect to the IRG and its work.<sup>11</sup> In the first and second calendar quarters of 2016, the enhanced due diligence I continued to undertake with respect to the IRG focused on the IRG's authority and privileges relative to its work and the level of resources Servicer was providing the IRG to perform additional work associated with the Global CAP. Based on this enhanced due diligence and scrutiny, I determined that Servicer provided the IRG with appropriate resources to perform its work during

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<sup>10</sup> Exhibit D, Paragraph C.3.

<sup>11</sup> See the fourth ResCap Compliance Report for a complete discussion of the investigation I undertook relative to the IRG, filed with the Court in Case 1:12-cv-00361-RMC; Document 194.

the first and second calendar quarters of 2016. I also determined that the IRG had the necessary authority and privileges during the relevant period to perform its work relative to testing of the Metrics and that the IRG's testing, with enhanced due diligence from the SPF and PPF, was reliable. As a consequence of the foregoing and the other due diligence I undertook in conjunction with the Professionals relative to the IRG and its work, I found that the IRG's qualifications during the first and second calendar quarters of 2016 conformed in all material respects to the requirements set out in the Enforcement Terms and the Work Plan.

2. Confirmatory Testing.

a. Background. Servicer's compliance with the Servicing Standards is determined primarily through the IRG's testing of the Metrics and my confirmation of such testing, in part through the SPF and PPF. The Metrics are either P&P Metrics in which the testing and confirmation of testing is performed through a review of Servicer's policies and procedures, or loan-level Metrics in which the testing and confirmation of testing is performed through a review of loan-level data from the SOR. With respect to Metrics tested on a loan-level basis, for each quarterly Test Period, my confirmatory work includes confirmation that loan testing populations used by the IRG and the IRG's selection of samples of loans from such loan testing populations conform to the requirements of the Work Plan and the Enforcement Terms.

b. Loan Testing Populations. For the first and second calendar quarters of 2016, the SPF undertook a review and evaluation of all relevant loan testing populations. The SPF's reviews and evaluations were undertaken through the SPF's analysis of the documentation in the Work Papers pertaining to loan testing populations and through the SPF's in-person meetings and walk-throughs with the IRG relative to loan testing populations. Based on the foregoing, and the SPF's knowledge of Servicer's business environment and its understanding of the components of the SOR relevant to the Metrics being tested in the aforementioned Test Periods, the SPF satisfied

itself and reported to me that it was reasonable to conclude that the loan testing populations used for each Metric in the first and second calendar quarters of 2016 conformed in all material respects to the requirements of the Work Plan and the Enforcement Terms.

c. Sampling. For the first and second calendar quarters of 2016, the IRG provided the SPF with access to information regarding processes, procedures and protocols the IRG used in randomly selecting samples for each of the Metrics subject to loan-level testing. This included providing the SPF with access to the samples selected for testing before commencement of any testing, rather than at the end after all the testing was completed. The SPF then independently determined the appropriateness of the sample sizes used by the IRG by recalculating the sample sizes for each of the loan testing populations for Metrics subject to loan-level testing in each of the relevant Test Periods. Based on this work, the SPF was able to satisfy itself and report to me that the sample sizes used by the IRG conformed in all material respects to the Work Plan and the Enforcement Terms.

d. Confirmatory Testing.

1) Confirmatory testing of the IRG's work relative to the Metrics is conducted primarily through the SPF and secondarily through the PPF. The PPF operates in a supervisory capacity to review the SPF's work in assessing Servicer's compliance with the Servicing Standards. This review is accomplished, in part, through the PPF's confirmatory testing of a selection of the samples of loans tested by the SPF. For the first and second calendar quarters of 2016, the PPF concurred with the SPF's assessments, which are discussed in detail below in sub-paragraph 2.

2) The SPF's confirmatory testing of the Metrics is conducted through a review of the IRG's Work Papers applicable to all relevant P&P Metrics and a sub-sample of loans or items tested by the IRG for each Metric subject to loan-level testing. These sub-samples are selected by the SPF through use of a risk-based approach. Some of the factors considered in

determining the sub-sample size included (a) the size of the loan testing population, (b) the SPF's prior experience and familiarity with the Metric, (c) the IRG's calculated error rate for the Test Period, (d) the SPF's assessment of the IRG's performance and (e) the SPF's overall assessment of the risks and complexity surrounding the Metric being tested. For each Metric tested for the first and second calendar quarters of 2016, the SPF reviewed evidence provided by the IRG for each relevant P&P Metric and each sub-sample loan or item selected for review by the SPF. The purpose of this review was to independently evaluate whether each loan or item, or each of the policies and procedures reviewed, passed or failed the Metric's test questions.

### C. Confirmation of Quarterly Reports

As discussed above, in accordance with the Work Plan and the Enforcement Terms, after receipt of a Quarterly Report from Servicer, I am required to undertake confirmatory testing of the results reported in such Quarterly Report. For the first and second calendar quarters of 2016, this confirmatory testing was undertaken, in part, through the SPF's review and evaluation of the evidence provided by the IRG in its Work Papers and the PPF's review of a subset of the evidence reviewed by the SPF. Based on the foregoing confirmatory testing, the SPF and PPF reported to me that the results reported in Tables 2 and 3 above are accurate and complete in all material respects. Based on this review, and discussions with the SPF and PPF, I agreed with the conclusions reached concerning the results of the testing for the first and second calendar quarters of 2016. Table 4 below sets out the total number of loans tested by the IRG and the total number of loans on which the SPF performed confirmatory testing for the first and second calendar quarters of 2016.

**Table 4: Number of Loans Tested for Each Metric**

<b>Metric</b>	<b>IRG</b>	<b>SPF</b>
<i>First Quarter of 2016</i>		
1 (1.A)	308	158
2 (1.B)	321	167



<b>Metric</b>	<b>IRG</b>	<b>SPF</b>
<i>First Quarter of 2016</i>		
3 (2.A)	311	159
4 (2.B)	237	137
5 (2.C)	192	121
6 (3.A)	315	160
7 (3.B)	315	160
8 (4.A)	Under CAP	Under CAP
9 (4.B)	321	161
10 (4.C)	309	158
11 (4.D)	324	164
12 (5.A)	P&P	P&P
13 (5.B)	P&P	P&P
14 (5.C)	322	163
15 (5.D)	P&P	P&P
16 (5.E)	P&P	P&P
17 (5.F)	P&P	P&P
18 (6.A)	213	129
19 (6.B.i)	318	161
20 (6.B.ii)	317	160
21 (6.B.iii)	223	133
22 (6.B.iv)	311	162
23 (6.B.v)	314	160
24 (6.B.vi)	320	161
25 (6.B.vii.a)	295	155
26 (6.B.viii.a)	315	160
27 (6.B.viii.b)	320	165
28 (6.C.i)	Under CAP	Under CAP
29 (6.C.ii)	Under CAP	Under CAP
30 (7.A)	107	100
31 (7.B)	Under CAP	Under CAP
32 (7.C)	324	165

<b>Metric</b>	<b>IRG</b>	<b>SPF</b>
<i>First Quarter of 2016</i>		
33 (7.D)	321	161
34 (6.D.i)	Not Tested	Not Tested

<b>Metric</b>	<b>IRG</b>	<b>SPF</b>
<i>Second Quarter of 2016</i>		
1 (1.A)	310	159
2 (1.B)	320	104
3 (2.A)	308	100
4 (2.B)	284	152
5 (2.C)	216	131
6 (3.A)	316	160
7 (3.B)	316	100
8 (4.A)	319	160
9 (4.B)	321	50
10 (4.C)	309	100
11 (4.D)	323	122
12 (5.A)	P&P	P&P
13 (5.B)	P&P	P&P
14 (5.C)	346	81
15 (5.D)	Not Tested	Not Tested
16 (5.E)	Not Tested	Not Tested
17 (5.F)	Not Tested	Not Tested
18 (6.A)	218	131
19 (6.B.i)	317	160
20 (6.B.ii)	318	161
21 (6.B.iii)	226	133
22 (6.B.iv)	303	99
23 (6.B.v)	315	160
24 (6.B.vi)	321	50
25 (6.B.vii.a)	295	155

<b>Metric</b>	<b>IRG</b>	<b>SPF</b>
<i>Second Quarter of 2016</i>		
26 (6.B.viii.a)	316	50
27 (6.B.viii.b)	315	100
28 (6.C.i)	Under CAP	Under CAP
29 (6.C.ii)	Under CAP	Under CAP
30 (7.A)	182	117
31 (7.B)	315	160
32 (7.C)	342	104
33 (7.D)	321	100
34 (6.D.i)	Not Tested	Not Tested

## V. Potential Violations

### A. Background

Under the Enforcement Terms, Servicer has a right to cure Potential Violations.<sup>12</sup> Each cure is accomplished through Servicer's development of a Corrective Action Plan (CAP) for each Potential Violation, which I must approve, and subsequent completion of the corrective actions set out in the CAP. Also, Servicer is required to remediate any material harm to particular borrowers identified through the IRG's work in the Test Period in which the Metric failed. If the Potential Violation so far exceeds the Threshold Error Rate for the Metric that the error is deemed by me to be widespread, Servicer, under my supervision, is required to identify other borrowers who may have been harmed by such noncompliance and remediate all such harm to the extent that the harm has not otherwise been remediated.<sup>13</sup> For any Potential Violation that is deemed widespread, the time period for which Servicer is required to identify any additional borrowers who may have been harmed extends from the time that Servicer implemented the Servicing Standards associated with the failed Metric through the CAP completion date.

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

<sup>13</sup> Exhibit D, Paragraph E.5.

In previous Compliance Reports, I have reported on Servicer's cure and remediation efforts with respect to the Potential Violations of Metrics 7, 8, 19, 23, 28, 29 and 31. Servicer's cure and remediation efforts with respect to the Potential Violations of Metrics 7 (third calendar quarter of 2014), Metric 23 (third calendar quarter of 2014), and Metric 29 (first calendar quarter of 2014), were completed prior to the calendar quarters that are the subject of this Compliance Report, and were reported on in previous Compliance Reports. In this Report, I will discuss only those Potential Violations that were either still open or cured during the first or second calendar quarters of 2016.

In a Quarterly Report filed under the ResCap Judgment, Servicer reported that it had failed Metric 19 in the first calendar quarter of 2014. In its first Quarterly Reports filed under the Judgment, which were for the third and fourth calendar quarters of 2014, Servicer reported that it had failed Metric 31 in the third calendar quarter of 2014, and failed Metric 8 in the fourth calendar quarter of 2014. In its Quarterly Report for the fourth calendar quarter of 2015, Servicer reported that it had failed Metrics 28 and 29<sup>14</sup>. In previous Compliance Reports, I reported on each of these Potential Violations. In the following sections below, I provide updates on the current status of Servicer's cure and remediation efforts with respect to the Potential Violations of Metrics 8, 19, 28, 29 and 31.

**B. Metric 8**

1. Corrective Actions. The objective of Metric 8 is to test whether Servicer complied with the Servicing Standards regarding the propriety of property preservation fees, valuation fees, attorneys' fees and other default-related fees collected from customers. As noted in the First and Second Compliance Reports, I approved Servicer's Metric 8 CAP in September 2015. As noted in the Second Compliance Report, in March 2016 I determined that Servicer had satisfactorily

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<sup>14</sup> This was Servicer's second fail of Metric 29. Servicer first failed Metric 29 in the first calendar quarter of 2014. That Potential Violation was cured, and all remediation was completed for that Potential Violation, in the fourth calendar quarter of 2014, as previously reported. The second Potential Violation of Metric 29 did not occur until the fourth calendar quarter of 2015.

completed the CAP in all material respects and established the Cure Period for Servicer's Potential Violation of Metric 8 as the second calendar quarter of 2016. In Servicer's Quarterly Report covering the second calendar quarter of 2016, as shown in Table 3 above, Servicer reported that it was in compliance with Metric 8 for the Cure Period. As discussed in Sections IV.B and IV.C above, the SPF and the PPF have validated the IRG's testing results regarding Servicer's compliance for the Cure Period. As provided in the Enforcement Terms, Servicer's "Pass" during the Cure Period indicates that the Potential Violation of Metric 8 has been cured.

2. Remediation. As described more fully in the Second Compliance Report, I determined in March 2016 that Servicer had completed the remediation for Metric 8 in all material respects and no additional remediation was required.

**C. Metric 19**

1. Corrective Actions. The objective of Metric 19 is to test whether Servicer complied with the Servicing Standards regarding compliance with the timelines for responding to borrowers regarding missing or incomplete information or documentation relating to loan modification packages received by Servicer. As discussed in my Third Compliance Report, I reported that Servicer had satisfactorily completed its Metric 19 CAP in all material respects as of June 30, 2015, and that Servicer's "Pass" during the Cure Period indicated that the Potential Violation of Metric 19 had been cured.

2. Remediation. As described more fully in Prior Compliance Reports, I determined that Servicer's noncompliance was not widespread. However, Servicer voluntarily elected to treat the Metric 19 Potential Violation as if it were widespread and submitted a separate plan of remediation outlining its process to identify all borrowers who were impacted by the process inefficiencies and

errors from December 1, 2013 through March 31, 2015.<sup>15</sup> I approved Servicer's initial Metric 19 remediation plan in May 2015. As described in detail in the Second Compliance Report, Servicer encountered delays in completing its Metric 19 remediation efforts, which required the submission of a revised remediation plan. I approved Servicer's revised Metric 19 remediation plan in January 2016. Servicer notified me in April 2016 that it had completed the implementation of the Metric 19 remediation plan. The IRG was required to test the Servicer's remediation to make sure that the remediation was conducted in accordance with the plan, and the IRG completed its testing of the Metric 19 remediation in mid-August 2016. Based on confirmatory work undertaken by the SPF, the PPF and my legal Professionals, in November 2016 I determined that Servicer's remediation efforts related to its Metric 19 Potential Violation had been satisfactorily completed in all material respects and no additional remediation was required.

**D. Metric 31**

1. Corrective Actions. The objective of Metric 31 is to test whether Servicer complied with the Servicing Standards which require that a loan modification denial notification sent to a borrower include the reason for the denial, the factual information considered by Servicer in making its decision, and a timeframe by which the borrower can provide evidence that an eligibility determination was made in error. Servicer notified me in March 2016 that it had completed implementation of the Metric 31 CAP.<sup>16</sup> Following Servicer's notification that it had completed its Metric 31 CAP, the SPF reviewed Servicer's documentation regarding completion of its corrective actions. Based on the SPF's review, and with the assistance of other Professionals, in August 2016, I

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<sup>15</sup> Servicer elected and I approved December 1, 2013 as the beginning date of the remediation period because that was the first date that loans on the REALServicing platform were tested, and all of the errors for Metric 19 in the Test Period applicable to the first calendar quarter of 2014 were for loans on the REALServicing platform.

<sup>16</sup> As noted in the First and Second Compliance Reports, I approved Servicer's initial Metric 31 CAP in September 2015. However, Servicer encountered difficulties in resolving the technical problems that originally led to the failure of Metric 31, including determining how one of the four root causes of the Metric 31 failure occurred and how to fix this root cause. As a result, Servicer submitted a revised CAP for Metric 31 in March 2016 to address this final root cause, which I approved.

determined that Servicer had satisfactorily completed the CAP in all material respects as of March 2016, and established the Cure Period for Servicer's Potential Violation of Metric 31 as the second calendar quarter of 2016. In Servicer's Quarterly Report covering the second calendar quarter of 2016, as shown in Table 3 above, Servicer reported that it was in compliance with Metric 31 for the Cure Period. As discussed in Sections IV.B and IV.C above, the SPF and the PPF have validated the IRG's testing results regarding Servicer's compliance for the Cure Period. As provided in the Enforcement Terms, Servicer's "Pass" during the Cure Period indicates that the Potential Violation of Metric 31 has been cured.

2. Remediation. As reported in the First and Second Compliance Reports, I determined that Servicer's noncompliance with Metric 31 was widespread. Because of this determination, the Judgment requires Servicer to remediate any material harm to borrowers who may have been harmed by such noncompliance since Servicer's implementation of the Servicing Standards and remediate all such harm to the extent that the harm has not otherwise been remediated. Under the remediation plan I approved, among other things, Servicer was required to mail corrected loan modification denial notices to over 17,300 borrowers whose initial loan modification denial notices contained, or could have contained, any of the four types of errors identified by Servicer. In addition, a foreclosure sale hold was put in place for all borrowers who were entitled to receive a corrected loan modification denial notice. Servicer informed me that the final corrected loan modification denial notices were mailed in May 2016 and, after sufficient time had passed from the final mailing, I authorized the removal of all foreclosure sale holds placed pursuant to the Metric 31 remediation plan. Servicer notified me in December 2016 that it had completed implementation of the Metric 31 remediation plan. The IRG is required to test the Servicer's remediation to make sure that the remediation was conducted in accordance with the plan, and the IRG is still in the process of testing the Metric 31 remediation. When the IRG's testing of the Metric 31 remediation is complete, the Professionals will

review that testing to confirm its accuracy. In a subsequent Compliance Report, I will provide an update on Servicer's remediation activities and on my and the Professionals' confirmation of such remediation activities to the extent they have been completed.

**E. Metric 28**

1. Corrective Actions. The objective of Metric 28 is to test whether Servicer complied with the Servicing Standards regarding the timeliness of notifications sent to borrowers notifying them of a lapse in insurance coverage and that force-placed insurance (FPI) may be obtained on the borrower's behalf if evidence of insurance is not submitted timely by the borrower. In the Third Compliance Report, I reported that I had approved the corrective action aspects of Servicer's Metric 28 CAP in June 2016, and that Servicer's implementation of the corrective actions was ongoing at that time. Servicer notified me in September 2016 that it had completed implementation of the Metric 28 CAP. Following Servicer's notification that it had completed its Metric 28 CAP, the SPF reviewed Servicer's documentation regarding completion of its corrective actions. Based on the SPF's review, and with the assistance of other Professionals, I determined in November 2016 that Servicer had satisfactorily completed the CAP in all material respects as of September 1, 2016. However, since Servicer changed FPI vendors from SWBC to Assurant on August 15, 2016, and since Servicer and Assurant elected to begin the FPI notification cycle again rather than relying on earlier notifications sent by SWBC, almost no FPI policies were issued in September, October or November, which meant there was not a sufficient testable population of loans for purposes of establishing the Cure Period as the Test Period for the fourth calendar quarter of 2016, which for Servicer covers the period from September 1, 2016 through November 30, 2016. Therefore, the Cure Period for Servicer's Potential



Violation of Metric 28 will be the Test Period for the first calendar quarter of 2017.<sup>17</sup> In a subsequent Compliance Report, I will provide an update on the status of Metric 28 in the Cure Period.

2. Remediation. As reported in the Third Compliance Report, I determined that Servicer's noncompliance was widespread. Because of this determination, the Judgment requires Servicer to remediate any material harm to borrowers who may have been harmed by such noncompliance since Servicer's implementation of the Servicing Standards and remediate all such harms to the extent that the harm has not otherwise been remediated. Servicer submitted a proposed remediation plan for Metric 28 in September 2016, and submitted a revised remediation plan in November 2016. After Servicer submitted the revised remediation plan, I determined, with the assistance of the Professionals, that the revised remediation plan was appropriately comprehensive and, provided it was properly implemented by Servicer, could reasonably be expected to provide appropriate remediation to all borrowers who needed remediation. I approved the revised Remediation Plan in November 2016.

Under the remediation plan I approved, Servicer will send new notification letters to all borrowers who may not have been sent the required FPI notifications and who (as of November 1, 2016) have FPI policies in effect that could potentially be cancelled as a result of the borrower's submission of proof of private insurance. As also noted in the plan, in the interest of efficiency, Servicer will voluntarily forego identification of specific borrowers who were impacted by the errors and will instead mail letters to its entire FPI population of approximately 105,000 borrowers. Further, any borrowers whose loans were the subject of either the widespread failures described above or the small number of additional failures which occurred due to miscellaneous manual errors, and who submit proof of voluntarily obtained insurance coverage that was in effect during any period of time

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<sup>17</sup> As noted earlier in this Report, the reporting period for the Quarterly Report that will be submitted by Servicer for the first calendar quarter of 2017 extends from December 1, 2016 through February 26, 2017.

when their properties were also covered by FPI, will receive FPI premium refunds for such period of time and, if the FPI is still in effect, it will be cancelled. I anticipate that these and the other remediation efforts described in the plan will be adequate to ensure that all material harm to borrowers is remediated. After Servicer informs me the remediation has been completed, the IRG will be required to test Servicer's remediation efforts to make sure the remediation was conducted in accordance with the plan. In a subsequent Compliance Report, I will provide an update on Servicer's Metric 28 remediation activities, as well as my and the Professionals' confirmation of such remediation activities to the extent they have been completed.

**F. Metric 29**

1. Corrective Actions. The objective of Metric 29 is to test whether Servicer complied with the Servicing Standards regarding the timeliness of terminating force-placed insurance (FPI) and refunding premiums to affected borrowers. In the Third Compliance Report, I reported that Servicer's implementation of the corrective action outlined in the Metric 29 CAP was ongoing at that time. Servicer notified me in September 2016 that it had completed implementation of the Metric 29 CAP. Following Servicer's notification that it had completed its Metric 29 CAP, the SPF reviewed Servicer's documentation regarding completion of its corrective actions. Based on the SPF's review, and with the assistance of other Professionals, I determined in November 2016 that Servicer had satisfactorily completed the CAP in all material respects as of October 31, 2016. By agreement with Servicer, the Cure Period for Servicer's Potential Violation of Metric 29 will be the first calendar quarter of 2017. In a subsequent Compliance Report, I will provide an update on the status of Metric 29 in the Cure Period.

2. Remediation. As reported in the Third Compliance Report, I determined that Servicer's noncompliance with Metric 29 was not widespread. Because of this determination, the Judgment requires Servicer to remediate any material harm to particular borrowers identified through

the IRG's work in the test period in which the Metric failed. Based on Servicer's analysis of such borrowers, Servicer has asserted to the Professionals and me that no material harm occurred because borrowers were not adversely impacted by the errors as all refunds were ultimately made, even though they were not made within the 15 day timeline. Following the filing of the Third Compliance Report, Servicer submitted information to support Servicer's claim of no material harm to such particular borrowers because refunds had ultimately been made to those borrowers. Under my direction, the SPF and PPF reviewed Servicer's assertions, including the assertion that refunds had been made to all identified borrowers. Based on this review by the Professionals, and my review of information and documentation provided by Servicer relative to its assertions, I determined in November 2016 that Servicer's assertion was accurate that no material harm had occurred because refunds (even if untimely) had ultimately been made to borrowers, and no additional remediation was required.

**VI. Global Letter-Dating Corrective Action Plan**

1. Background. As previously reported in Prior Compliance Reports, in October 2014, the New York State Superintendent of Financial Services publicly released a letter raising the issue that the date on certain of Servicer's correspondence to borrowers was incorrect. Given that several Servicing Standards under the Judgment require Servicer to comply with timeline requirements, many of which are triggered by the date correspondence is sent to a borrower, I immediately engaged Servicer relative to these letter-dating issues and any possible effects that such issues may have had on Servicer's compliance with the terms of the Judgment. As a consequence of this engagement and Servicer's discussions with the Monitoring Committee, Servicer, among other things, voluntarily developed the Global CAP to address Servicer's letter-dating issues and the resulting effects on the

testing of Metrics.<sup>18</sup> The following Metrics were subject to the Global CAP: 12, 19, 20, 22, 23, 27 and 30.

2. Corrective Actions. In the prior Compliance Reports, I reported that Servicer's Global CAP had been satisfactorily completed<sup>19</sup> and that the testing in the respective Cure Periods for each of Metrics 12, 19, 20, 22, 23, 27 and 30 demonstrated that the deemed Potential Violations had been cured. As a result, normal and customary testing of these Metrics has resumed and by agreement with Servicer, such testing will continue for three additional quarterly Test Periods, such that quarterly testing of these Metrics under the Judgment will extend through the fourth calendar quarter of 2017, rather than first calendar quarter of 2017.

## **VII. Summary and Conclusion**

### **A. Conflicts**

On the basis of my review of such documents and information as I have deemed necessary, as set forth above in Section IV.A, I find that I do not have, as Monitor, and the Professionals engaged by me under the Judgment do not have, any prior relationships with Servicer or any of the other Parties to the Judgment that would undermine public confidence in our work and that we do not have any conflicts of interest with any Party.<sup>20</sup>

### **B. Internal Review Group**

With respect to the Internal Review Group and its work, on the basis of my review of such documents and information as I have deemed necessary, as set out in this Report, I find that the Internal Review Group:

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<sup>18</sup> The Global CAP corrective actions included process improvements to ensure that dates appearing on letters were within one business day of the dates the letters were actually generated rather than an earlier date, enhanced quality control and quality control timing oversight of the letter-generation process, and increased oversight of letter-mailing vendors.

<sup>19</sup> I approved Servicer's Global CAP in July 2015. In February 2016, I determined that Servicer's Global CAP was complete as June 30, 2015.

<sup>20</sup> Exhibit D, Paragraph C.3.

1) was independent from the line of business whose performance is being measured by the IRG such that I have a measure of assurance that the IRG does not perform and is apart from any operational work on mortgage servicing and reports to the Chairman of the Audit Committee, who has no direct operational responsibility for mortgage servicing;<sup>21</sup>

2) has sufficient authority, privileges and knowledge to effectively implement and conduct the reviews and Metric assessments contemplated in the Judgment and under the terms and conditions of the Work Plan; and<sup>22</sup>

3) has personnel skilled at evaluating and validating processes, decisions and documentation utilized through the implementation of the Servicing Standards.<sup>23</sup>

### **C. Review of Quarterly Reports**

With respect to the Quarterly Reports submitted by the IRG for the first and second calendar quarters ended March 31, 2016 and June 30, 2016, on the basis of my review of the Work Papers and such other documents and information as I have deemed necessary, as set out in this Report, and subject to the limitations set out above in Section II regarding the SOR, I find that:

1) for Metrics where the Threshold Error Rate is based on a percentage of the total sample tested by the IRG, the Threshold Error Rate was not exceeded for any of the Metrics that were reported on in the Quarterly Reports for the calendar quarters ended March 31, 2016, and June 30, 2016; and

2) for P&P Metrics that are tested on an overall yes/no basis, Servicer did not fail any of those Metrics that were reported on in the Quarterly Reports for the calendar quarters ended March 31, 2016, and June 30, 2016.

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<sup>21</sup> Exhibit D, Paragraph C.7.

<sup>22</sup> Exhibit D, Paragraph C.8.

<sup>23</sup> Exhibit D, Paragraph C.9.

**D. Potential Violations**

1. Metric 8. In Servicer's Quarterly Report covering the second calendar quarter of 2016, Servicer reported that it was in compliance with Metric 8 for the Cure Period. The SPF and PPF have validated the IRG's testing results regarding Servicer's compliance for the Cure Period. As reported in the Second Compliance Report, I determined in March 2016 that Servicer had completed the remediation for Metric 8 in all material respects and no additional remediation was required.

2. Metric 19. In Servicer's Quarterly Report covering the third calendar quarter of 2015, Servicer reported that it was in compliance with Metric 19 for the Cure Period. In Prior Compliance Reports, I reported that Servicer's "Pass" during the Cure Period indicated that the Potential Violation of Metric 19 had been cured. I determined in November 2016 that Servicer had completed the remediation for Metric 19 in all material respects and no additional remediation was required.

3. Metric 31. In Servicer's Quarterly Report covering the second calendar quarter of 2016, Servicer reported that it was in compliance with Metric 31 for the Cure Period. The SPF and PPF have validated the IRG's testing results regarding Servicer's compliance for the Cure Period. In a subsequent Compliance Report, I will provide an update on the status of Servicer's remediation activities under the approved remediation plan, as well as on my and the Professionals' confirmation of such remediation activities to the extent they have been completed.

4. Metric 28. Servicer submitted to me in late May 2016, and I approved in June 2016, the corrective action aspects of the CAP for Metric 28. Servicer notified me in September 2016 that it had completed implementation of the Metric 28 CAP. Based on the SPF's review, and with the assistance of other Professionals, in November 2016, I determined that Servicer had satisfactorily completed the CAP in all material respects and established the Cure Period for Servicer's Potential Violation of Metric 28 as the Test Period for the first calendar quarter of 2017. Servicer submitted a revised remediation plan for Metric 28 in October 2016, which I approved in November 2016. In a

subsequent Compliance Report, I will provide an update on the status of Metric 28 in the Cure Period and Servicer's remediation activities under the remediation plan, as well as my and the Professionals' confirmation of such remediation activities to the extent they have been completed.

5. Metric 29. In August 2016, Servicer submitted to me, and I approved, the corrective action aspects of the CAP for Metric 29. Servicer notified me in September 2016 that it had completed implementation of the Metric 29 CAP. Based on the SPF's review, and with the assistance of other Professionals, in November 2016, I determined that Servicer had satisfactorily completed the CAP in all material respects and established the Cure Period for Servicer's Potential Violation of Metric 29 as the Test Period for the first calendar quarter of 2017. In addition, I determined in November 2016 that no additional remediation was required because I concurred, with the assistance of the Professionals, in Servicer's assertion that no material harm had occurred. In a subsequent Compliance Report, I will provide an update on the status of Metric 29 in the Cure Period.

**E. Global Letter-Dating Corrective Action Plan**

As set out above in Section VI, the Global CAP is intended to address Servicer's letter-dating issues. In Prior Compliance Reports, I reported that Servicer's Global CAP had been satisfactorily completed and that the testing in the respective Cure Periods for each of Metrics 12, 19, 20, 22, 23, 27 and 30 demonstrated that the deemed Potential Violations had been cured. Normal and customary testing of these Metrics has resumed and will continue for three additional quarterly Test Periods, such that quarterly testing of these Metrics under the Judgment will extend through the fourth calendar quarter of 2017, rather than first calendar quarter of 2017.

**F. Review of Compliance Report**

Prior to the filing of this Report, I have conferred with Servicer and the Monitoring Committee about my findings and I have provided each with a copy of this Report. Immediately after filing this

Report, I will provide a copy of this Report to Ocwen Financial Corporation's Board of Directors or a committee of such Board designated by Ocwen Financial Corporation.<sup>24</sup>

I respectfully file this Report with the United States District Court for the District of Columbia on this, the 3rd day of July, 2017.

MONITOR

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<sup>24</sup> Exhibit D, Paragraph D.4.



**CERTIFICATE OF SERVICE**

I hereby certify that on this date I have filed a copy of the foregoing using the Court's CM/ECF system, which will send electronic notice of filing to the persons listed below at their respective email addresses.

This the 3<sup>rd</sup> day of July, 2017.

s/ Joseph A. Smith, Jr.

\_\_\_\_\_  
Joseph A. Smith, Jr.

**SERVICE LIST**

**John M. Abel**

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**GMAC MORTGAGE,  
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FUNDING CO., LLC**

*(Defendant)*

**RESIDENTIAL  
CAPITAL, LLC**

*(Defendant)*

**OCWEN LOAN  
SERVICING, LLC**

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

**GREEN TREE  
SERVICING LLC**  
*(successors by assignment  
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