

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

_____	)	
THE STATE OF ALABAMA, <i>et al.</i> ,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	Civil Action No. _____
	)	
PHH MORTGAGE CORPORATION,	)	
	)	
Defendant.	)	
	)	
_____	)	

**CONSENT JUDGMENT**

WHEREAS, Plaintiffs, the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Louisiana, Maine, Maryland, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Washington, West Virginia, Wisconsin, Wyoming, the Commonwealths of Kentucky, Massachusetts, Pennsylvania and Virginia, and the District of Columbia (collectively, the “Attorneys General” or “Plaintiffs”) filed their Complaint on January 3, 2018, alleging that PHH Mortgage Corporation (“PHH,” “Defendant” or “Servicer”) either itself or through its affiliates or subsidiaries violated, among other laws, the Unfair and Deceptive Acts and Practices laws of the Plaintiffs’ States and the Consumer Financial Protection Act of 2010;

WHEREAS, the Parties have agreed to resolve their claims without the need for litigation;

WHEREAS, the Attorneys General and Defendant enter into this Consent Judgment with the understanding that the State Mortgage Regulators have contemporaneously entered into a Settlement Agreement and Consent Order with PHH (the “State Mortgage Regulators’ Consent Order”) in coordination with this Consent Judgment in order to resolve findings identified in the course of the Multi-State Examination of Defendant PHH.

WHEREAS, Defendant, by its attorneys, have consented to entry of this Consent Judgment without trial or adjudication of any issue of fact or law and to waive any appeal if the Consent Judgment is entered as submitted by the parties;

WHEREAS, Defendant, by entering into this Consent Judgment, does not admit any allegations of wrongdoing or violations of applicable laws, regulations, or rules governing the conduct and operation of its servicing business, other than those facts of the Complaint deemed necessary to the jurisdiction of this Court;

WHEREAS, the intention of the Attorneys General in effecting this settlement is to remediate harms allegedly resulting from the alleged unlawful conduct of the Defendant, either itself or through its affiliates or subsidiaries;

AND WHEREAS, Defendant has agreed to waive service of the Complaint and Summons and hereby acknowledge the same;

NOW THEREFORE, without trial or adjudication of issues of fact or law, without this Consent Judgment constituting evidence against Defendant except as otherwise noted, and upon consent of Defendant, the Court finds that there is good and sufficient cause to enter this Consent Judgment, and that it is therefore ORDERED, ADJUDGED, AND DECREED:

## I. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1367 and 12 U.S.C. §§ 5552 and 5565, and over Defendant. The Complaint states a claim upon which relief may be granted against Defendant. Venue is appropriate in this District pursuant to 28 U.S.C. § 1391(b)(2) and 12 U.S.C. § 5564(f).

## II. SERVICING STANDARDS

2. Defendant shall comply with the Servicing Standards, attached hereto as Exhibit A, in accordance with their terms.

3. Defendant shall implement the Servicing Standards no later than January 1, 2018 or as otherwise stated in Exhibit A, or the date on which this Consent Judgment has been entered by the Court, whichever is later (“Implementation Date”).

## III. FINANCIAL TERMS

4. *Settlement Amount.* Defendant shall pay forty-five million, two hundred and seventy-nine thousand, seven hundred and twenty-five dollars (\$45,279,725), which shall be known as the “Settlement Amount,” and which shall be distributed in the manner and for the purposes specified in this Consent Judgment and in Exhibit B.

5. The Settlement Amount is comprised of: (a) Payments to Foreclosed and Referred Borrowers; (b) Attorneys’ Fees and Costs payable to the Investigating Attorneys General; and (c) Administrative Penalty payable to the State Mortgage Regulators further defined in Paragraph 8.

6. *Payments to Foreclosed and Referred Borrowers.* In accordance with written instructions from the Executive Committee, established in Paragraph 12, and for the purposes set forth in the State Mortgage Regulators’ Consent Order and Exhibit B of this Consent Judgment, Defendant shall transfer to the Settlement Administrator appointed under Exhibit B thirty-one

million, four hundred and fifty-six thousand, two hundred and ten dollars (\$31,456,210) (the “Borrower Payment Amount”) to enable the Settlement Administrator to provide cash payments to (a) borrowers whose loans were serviced by PHH at the time the foreclosure was completed and whose homes were sold or taken in foreclosure between and including January 1, 2009, and December 31, 2012, or (b) all other borrowers whose loans were serviced by PHH and referred to foreclosure during that same time period and not accounted for in (a) above; who submit claims allegedly arising from the Covered Conduct (as that term is defined in Exhibit C hereto); and who otherwise meet criteria set forth by the Executive Committee; and to pay the reasonable costs and expenses of the Settlement Administrator, including taxes and fees for tax counsel, if any. Defendant shall also pay or cause to be paid any additional amounts necessary to pay claims, if any, of borrowers whose data is provided to the Settlement Administrator by Defendant after Defendant warrants that the data is complete and accurate pursuant to Paragraph 3 of Exhibit B. The Borrower Payment Amount and any other funds provided to the Settlement Administrator for these purposes shall be administered in accordance with the terms set forth in Exhibit B. Defendant shall pay the Borrower Payment Amount by electronic funds transfer, pursuant to written instructions to be provided by the Executive Committee into an account established in accordance with this Paragraph 6, within seven (7) days of receiving notice that the account has been established or within seven (7) days of the Date of Entry of this Consent Judgment, whichever is later. After Defendant has made the required payments, Defendant shall no longer have any property right, title, interest or other legal claim in any funds. The account established by this Paragraph 6 is intended to be a Qualified Settlement Fund within the meaning of Treasury Regulation Section 1.468B-1 of the U.S. Internal Revenue Code of 1986, as amended.

7. *Attorneys' Fees and Costs.* Defendant shall pay to the Investigating Attorneys General a total of five million dollars (\$5,000,000), to be used for attorney's fees, investigative costs and fees, future expenditures relating to the investigation and prosecution of cases involving fraud, unfair and deceptive acts and practices, and other illegal conduct related to financial services or state consumer protection laws to the extent practicable or as otherwise agreed to by law. The \$5,000,000 shall be distributed in accordance with Exhibit D, and such payments shall be made to the State Attorneys General of Arizona, California, Colorado, Connecticut, Florida, Illinois, Iowa, Nevada, North Carolina, Ohio, Texas, and Washington. Payment shall be made within ten (10) calendar days of Defendant's receipt of written payment processing instructions from each Investigating Attorney General.

8. *Administrative Penalty.* As required by the State Mortgage Regulators' Consent Order, Defendant shall pay eight million, eight hundred and twenty-three thousand, five hundred and fifteen dollars (\$8,823,515) as an administrative penalty. Payment shall be made in accordance with the terms of the State Mortgage Regulators' Consent Order.

#### **IV. SERVICING STANDARDS COMPLIANCE TESTING AND REPORTING**

9. *Internal and/or External Compliance Testing.* Servicer shall conduct transactional testing and compliance/controls testing, either internally and/or by retaining the services of a third-party firm, to assess Servicer's compliance with the Servicing Standards attached as Exhibit A to this Consent Judgment. The testing shall be conducted in the ordinary course of Servicer's business consistent with industry standards and Servicer's internal testing schedule, which shall be based on an assessment of high risk areas and emerging trends.

10. *PHH Internal Audit.* PHH shall ensure that the Internal Audit Department of its parent company conducts audits of Servicer's servicing functions, including Servicer's

compliance with the Servicing Standards. Servicer shall include the Servicing Standards in its annual risk assessment, which forms the basis for its annual audit plan, and shall conduct audits in accordance with its annual risk assessment and annual audit plan.

11. *Corrective Action Activity.* In the event any deficiencies are identified through testing or audits, Servicer shall perform a root cause analysis and determine whether corrective action activity, including a plan for remediation of any consumer harm, is necessary.

12. *Executive Committee.* An executive committee comprised of representatives of the government signatories to this Consent Judgment and the State Mortgage Regulators' Consent Order ("Executive Committee") shall serve as the point of contact between Servicer and the government signatories and shall receive reports and communications from Servicer.

13. *Reports.* Servicer shall submit to the State Attorneys General of Executive Committee on a quarterly basis (1) any PHH Internal Audit reports conducted on Servicer's compliance with the Servicing Standards during the preceding quarter; (2) any internal or external transactional testing results and compliance/controls testing results conducted; and (3) any root-cause analysis or plan for corrective action activity developed or performed by Servicer during the preceding quarter (collectively, "Reports"). Servicer shall submit Reports on the 20th day of the month following the end of each quarter, beginning on the 20th day of the month following the end of the first full quarter of 2018.

14. *Confidentiality.* Servicer does not waive any privileges it may otherwise assert by submitting Reports pursuant to this section. Specifically, Servicer shall designate as "CONFIDENTIAL" that portion of any report, supervisory and any supporting information, document, or portion of a document or other tangible thing provided by Servicer to the State Attorneys General of Executive Committee, any member thereof, or to any government signatory

that Servicer believes contains a trade secret or confidential research, development, or commercial information subject to protection under applicable state or federal laws (collectively, “Confidential Information”). The following provisions shall apply to the treatment of Confidential Information:

a. Except as provided by these provisions, all Confidential Information shall be identified as such in a document executed by a representative of Servicer prior to or simultaneous with furnishing of a Report and shall cite the basis for the privilege asserted as to each identified portion.

b. The Executive Committee, any member of the Executive Committee, and any government signatory receiving Reports agree to protect Confidential Information to the extent permitted by law, except as needed to support a public enforcement action.

c. A government signatory who is not a member of the Executive Committee may request and obtain Reports provided that it (i) agrees to adhere to the provisions herein; and (ii) participates in a meet and confer with the Executive Committee to discuss its request.

d. To the extent that the Executive Committee, any Member of the Executive Committee, or any government signatory receives a subpoena or court order or other request for production of Confidential Information, the government signatory shall, unless prohibited under applicable law, notify Servicer of such request and if the government signatory or participating state is required to disclose Confidential Information pursuant to state or federal law, advise Servicer of the disclosure as soon as is practicable to enable Servicer to seek a protective order or stay of production of documents.

e. The confidentiality provisions of Paragraph 14 are binding on the Parties only to the extent that it does not violate any court order, constitutional provision, or statute prohibiting such confidentiality.

15. *Auditing Period.* The auditing and reporting period shall be for three years, commencing on January 1, 2018.

## V. ENFORCEMENT

16. Prior to initiating an action to enforce this Consent Judgment, a government signatory shall: (1) provide written notice to the Executive Committee and Servicer of the basis for the potential action and a description of its allegations; (2) allow Servicer 15 days to respond to such notice in writing; and (3) participate in a meet and confer with Servicer if so requested during the 15-day period.

17. This Consent Judgment shall in no way preclude the State Attorneys General from immediately bringing an action without notice against Servicer if necessary to prevent immediate and irreparable harm and protect the health, safety, and welfare of the public.

18. This Court retains jurisdiction to enforce the terms of this Consent Judgment. The Parties may jointly seek to modify the terms of this Consent Judgment, subject to the approval of this Court. This Consent Judgment may be modified only by order of this Court.

19. This Consent Judgment shall in no way preclude the State Mortgage Regulators from exercising their examination or investigative authority authorized under the laws of the participating states. Further, nothing in this Consent Judgment shall impede a state regulator's authority to seek the suspension or revocation of a license to protect the general public of that state, or the process or venue used to that end.



## **VI. RELEASE**

20. The Attorneys General and Defendant have agreed, in consideration for the terms provided herein, for the release of certain claims and remedies, as provided in the State Release, attached hereto as Exhibit C. The Attorneys General and Defendant have also agreed that certain claims and remedies are not released, as provided in Part III of Exhibit C. The releases contained in Exhibit C shall become effective upon payment of the Settlement Amount by Defendant.

## **VII. OTHER TERMS**

21. Any Attorney General may withdraw from the Consent Judgment and declare it null and void with respect to that party if PHH fails to make any payment required under this Consent Judgment and such non-payment is not cured within thirty days of written notice by the withdrawing Attorney General.

22. The Effective Date of this Consent Judgment shall be the date on which the Consent Judgment has been entered by the Court and has become final and non-appealable. An order entering the Consent Judgment shall be deemed final and non-appealable for this purpose if there is no party with a right to appeal the order on the day it is entered.

23. The Servicing Standards attached as Exhibit A shall remain in full force and effect for three years from the Implementation Date, at which time the Defendant's obligations to comply with the Servicing Standards shall expire.

24. This Consent Judgment (including the Servicing Standards attached as Exhibit A) is binding on the signatory Attorneys General and PHH Mortgage Corporation. This Consent Judgment (including the Servicing Standards attached as Exhibit A) does not bind any successors or assigns, future purchasers of all or substantially all of the assets of PHH Corporation or PHH

Mortgage Corporation or successors-in-interest of PHH Corporation or PHH Mortgage Corporation. Notwithstanding the foregoing, in the event of the sale of Servicer's servicing or sub-servicing platform, Servicer will work with the government signatories to ensure an orderly transition of serviced loans to any new servicer or sub-servicer of such loans.

25. Nothing in this Consent Judgment shall relieve Defendant of its obligation to comply with applicable state and federal law.

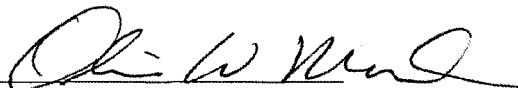
26. The sum and substance of the parties' agreement and of this Consent Judgment are reflected herein and in the Exhibits attached hereto. In the event of a conflict between the terms of the Exhibits and Paragraphs 1-26 of this summary document, the terms of the Exhibits shall govern.

SO ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2018

---

UNITED STATES DISTRICT JUDGE

For the State of Alabama:



OLIVIA MARTIN

Assistant Attorney General

Office of the Alabama Attorney General


501 Washington Avenue

Montgomery, AL 36130

Tel.: 334-242-7335

Fax: 334-242-2433

For the State of Alaska:

  
JONATHAN P. CLEMENT  
Assistant Attorney General  
Alaska Attorney General's Office  
1031 W. 4<sup>th</sup> Avenue, Ste. 200  
Anchorage, AK 99501  
Tel.: 907-269-5200  
Fax: 907-276-3697

For the State of Arizona:



---

MARK BRNOVICH  
Arizona Attorney General  
by Matthew du Mee  
Assistant Attorney General  
2005 N. Central Ave.  
Phoenix, AZ 85004-1592  
Tel.: 602-542-5025  
Fax: 602-542-4085

For the State of Arkansas:

LESLIE RUTLEDGE  
Attorney General

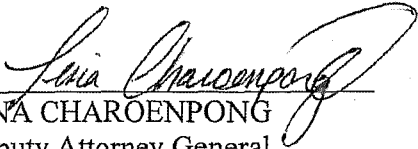


---

SARAH PAGE TACKER  
Ark. Bar No. 2002-189  
Senior Assistant Attorney General  
Office of the Attorney General  
323 Center Street, Suite 200  
Little Rock, Arkansas 72201  
Tel.: 501-682-5028  
Fax: 501-682-8118

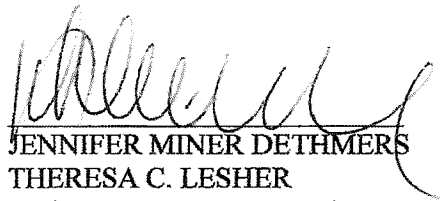
For the State of California:

XAVIER BECERRA  
Attorney General

  
TINA CHAROENPONG  
Deputy Attorney General  
Office of the Attorney General  
300 South Spring Street, Ste. 1702  
Los Angeles, CA 90013  
Tel.: 213-269-6000  
Fax: 213-897-4951

For the State of Colorado, *ex. rel.*

CYNTHIA COFFMAN, Attorney General:

A handwritten signature in black ink, appearing to read "Jennifer Miner Dethmers", written over a horizontal line.

JENNIFER MINER DETHMERS

THERESA C. LESHER

Assistant Attorneys General

Consumer Protection Section

Colorado Department of Law

Ralph L. Carr Colorado Judicial Center

1300 Broadway, 7<sup>th</sup> Floor

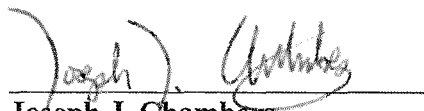
Denver, Colorado 80203

Tel.: 720-508-6228

Fax: 720-508-6040

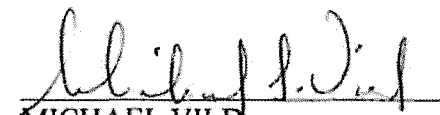


For the State of Connecticut:

A handwritten signature in cursive script, appearing to read "Joseph J. Chambers", is written over a horizontal line.

**Joseph J. Chambers**  
Assistant Attorney General  
Finance Department Head  
Connecticut Office of the Attorney General  
P.O. Box 120  
55 Elm Street  
Hartford, Connecticut 06141-120  
Telephone: (860) 808-5270

For the State of Delaware:

A handwritten signature in black ink, appearing to read "Michael Vild", is written over a horizontal line.

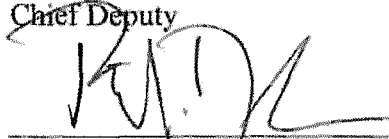
MICHAEL VILD

Director, Fraud Division  
Delaware Department of Justice  
820 N. French Street, 5<sup>th</sup> Floor  
Wilmington, DE 19801  
Tel.: 302-577-8533  
Fax: 302-577-8426

For the District of Columbia:

KARL A. RACINE  
Attorney General for the District of Columbia

NATALIE LUDAWAY  
Chief Deputy




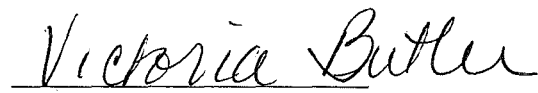
---

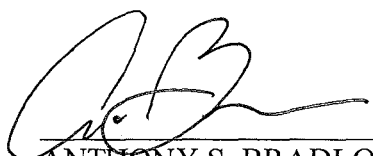
PHILIP ZIPERMAN  
Director, Office of Consumer Protection  
Office of the Attorney General  
441 Fourth Street, N.W., Suite 600-South  
Washington, DC 20001  
Tel: 202-727-5173  
Fax: 202-730-1469

For the State of Florida:

PAMELA JO BONDI  
Attorney General

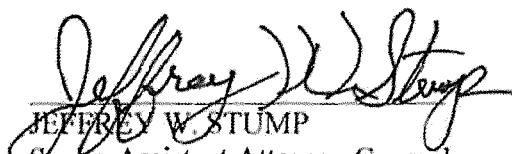
  
PATRICIA A. CONNORS  
Chief Deputy Attorney General  
FL Bar No. 361275  
Office of the Florida Attorney General  
Capitol - Plaza Level - Room PL-01  
Tallahassee, FL 32399  
Tel: 850-245-0140  
Fax: 850-487-2564

  
VICTORIA A. BUTLER  
Director, Consumer Protection Division  
FL Bar No. 861250  
Office of the Florida Attorney General  
3507 E. Frontage Road, Suite 325  
Tampa, FL 33607  
Tel: 813-287-7950  
Fax: 813-281-5515

  
ANTHONY S. BRADLOW  
Assistant Attorney General  
FL Bar No. 104904  
Consumer Protection Division  
Office of the Florida Attorney General  
3507 E. Frontage Road, Suite 325  
Tampa, FL 33607  
Tel: 813-287-7950  
Fax: 813-281-5515

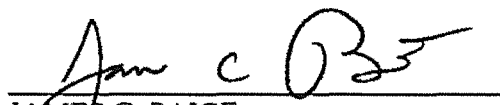
For the State of Georgia:

CHRISTOPHER M. CARR  
Attorney General

A handwritten signature in black ink, appearing to read "Jeffrey W. Stump", is written over a horizontal line.

JEFFREY W. STUMP  
Senior Assistant Attorney General  
Georgia Department of Law  
40 Capitol Square, S.W.  
Atlanta, Georgia 30334  
Tel.: 404-656-3337  
Fax: 404-656-0677

For the State of Hawaii:

A handwritten signature in black ink, appearing to read "James C. Paige", written over a horizontal line.

JAMES C. PAIGE  
Deputy Attorney General  
Department of the Attorney General  
425 Queen Street  
Honolulu, Hawaii 96813  
Tel: 808-586-1500  
Fax: 808-586-1239

For the State of Idaho:

LAWRENCE WASDEN, Attorney General:

A handwritten signature in black ink, appearing to read "Stephanie Guyon", is written over a horizontal line.

STEPHANIE GUYON  
Deputy Attorney General  
Office of the Idaho Attorney General  
954 W. Jefferson St., 2<sup>nd</sup> Fl.  
P.O. Box 83720  
Boise, ID 83720-0010  
Tel.: 208-334-2424  
Fax: 208-334-4151

For the State of Illinois:

LISA MADIGAN  
Attorney General

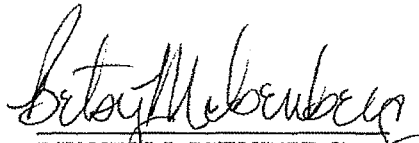
A handwritten signature in cursive script, appearing to read "S. Ellis", written over a horizontal line.

SUSAN ELLIS

Chief, Consumer Fraud Bureau  
ANDREW DOUGHERTY  
Assistant Attorney General  
Illinois Attorney General's Office  
100 W. Randolph, 12<sup>th</sup> Floor  
Chicago, IL 60601  
Tel.: 312-814-6351  
Fax: 312-814-2593



For the State of Indiana:



**BETSY M. ISENBERG**

Director of the Consumer Protection Division

Office of Indiana Attorney General Curtis Hill

302 West Washington Street

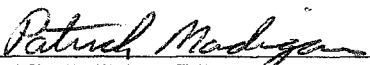
IGCS – 5th Floor

Indianapolis, IN 46204

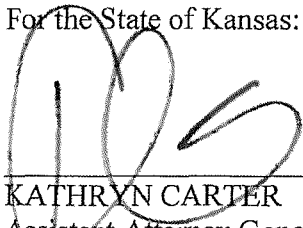
Tel.: 317-232-6231

Fax: 317-232-7979

For the State of Iowa:

  
\_\_\_\_\_  
PATRICK MADIGAN  
Assistant Attorney General  
Iowa Attorney General's Office  
1305 E. Walnut St.  
Des Moines, IA 50319  
Tel: 515-281-5926


For the State of Kansas:

A handwritten signature in black ink, appearing to read 'K. Carter', is written over a horizontal line.

KATHRYN CARTER  
Assistant Attorney General  
Office of the Kansas Attorney General  
120 SW 10<sup>th</sup> Avenue, 2<sup>nd</sup> Floor  
Topeka, KS 66612  
Tel.: 785-296-3751  
Fax: 785-291-3699

For the Office of the Attorney General of Kentucky:

ANDY BESHEAR  
Attorney General




---

DON RODGERS  
Assistant Attorney General  
Commonwealth of Kentucky  
State Capitol, Suite 118  
700 Capital Avenue  
Frankfort, Kentucky 40601-3449  
Tel.: 502-696-5300  
Fax: 502-564-2894

For the State of Louisiana:

JEFF LANDRY  
Attorney General

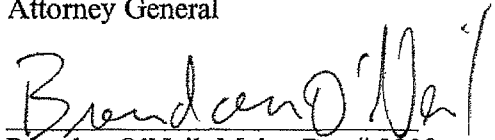


Alberto A. De Puy

Assistant Attorney General  
Louisiana Department of Justice  
Office of the Attorney General  
Public Protection Division  
Consumer Protection Division  
1885 North Third Street  
Baton Rouge, Louisiana 70802  
Tel.: 225-326-6471  
Fax: 225-326-6499

For the State of Maine:

JANET T. MILLS  
Attorney General

A handwritten signature in cursive script that reads "Brendan O'Neil". The signature is written in black ink and is positioned above a horizontal line.

Brendan O'Neil, Maine Bar # 9900  
Assistant Attorney General  
Office of the Maine Attorney General  
Burton Cross Office Building, 6<sup>th</sup> Floor  
111 Sewall Street  
6 State House Station  
Augusta, Maine 04330  
Tel.: 207-626-8800  
Fax: 207-624-7730

For the State of Maryland:

BRIAN E. FROSH  
Attorney General

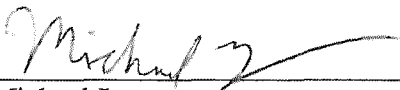
*Lucy A. Cardwell*

---

LUCY A. CARDWELL  
Special Assistant Attorney General  
Office of the Attorney General of Maryland  
Consumer Protection Division  
200 Saint Paul Place, 16<sup>th</sup> Floor  
Baltimore, MD 21202  
Tel: 410-576-6337  
Fax: 410-576-6566

For the Commonwealth of Massachusetts:

Maura Healey  
Attorney General

A handwritten signature in cursive script, appearing to read "Michael", followed by a long horizontal line extending to the right.

Michael Lecaroz  
Mass. BBO # 672397  
Assistant Attorney General  
Consumer Protection Division  
One Ashburton Place  
Boston, MA 02108  
Tel: 617-727-2200



For the State of Michigan:



---

BILL SCHUETTE

Attorney General

D.J. PASCOE

Assistant Attorney General

525 W. Ottawa Street

PO Box 30755

Lansing, MI 48909

Tel.: 517-373-1160

Fax: 517-335-3755

For the State of Minnesota:

LORI SWANSON  
Attorney General, State of Minnesota

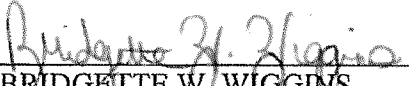
A handwritten signature in black ink, appearing to read "J Pleggenkuhle". The signature is written in a cursive style with a large initial "J" and "P".

---

JASON PLEGGENKUHLE  
Assistant Attorney General  
Minnesota Attorney General's Office  
445 Minnesota Street, Suite 1200  
St. Paul, MN 55101-2130  
Tel.: 651-757-1147  
Fax: 651-282-5832

For the State of Mississippi:

JIM HOOD, ATTORNEY GENERAL

  
BRIDGETTE W. WIGGINS  
Special Assistant Attorney General  
Mississippi Attorney General's Office  
Post Office Box 22947  
Jackson, MS 39225-2947  
Tel.: 601-359-4279  
Fax: 601-359-4231

For the State of Missouri:

**JOSHUA D. HAWLEY**  
Attorney General



Michael Schwalbert, MO Bar #63229  
Assistant Attorney General  
815 Olive Street, Suite 200  
Saint Louis, Missouri 63101  
Phone: 314-340-7888  
Fax: 314-340-7957  
michael.schwalbert@ago.mo.gov

For the State of Montana:

Handwritten signature of Chuck Munson in cursive, written in black ink, positioned above a horizontal line.

TIMOTHY C. FOX  
Attorney General  
CHUCK MUNSON  
Assistant Attorney General  
Montana Department of Justice  
215 N. Sanders  
Helena MT 59624  
Tel.: 406-444-2026  
Fax: 406-444-3549

For the State of Nebraska:

DOUGLAS J. PETERSON,  
Attorney General. #18146



MEGHAN E. STOPPEL, #26290

Assistant Attorney General

Office of the Attorney General

2115 State Capitol


Lincoln, NE 68509-8920

Tel.: 402-471-2811

Fax: 402-471-4725

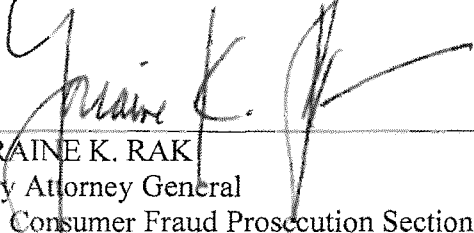
For the State of Nevada:

ADAM PAUL LAXALT  
Attorney General

  
SHERI ANN FORBES  
Senior Deputy Attorney General  
Nevada Bar No. 7337  
10791 W. Twain Avenue, Ste. 100  
Las Vegas, Nevada 89135  
Tel: 702-486-3085  
Fax: 702-486-3283

For the State of New Jersey:

CHRISTOPHER S. PORRINO  
ATTORNEY GENERAL OF NEW JERSEY

A handwritten signature in black ink, appearing to read "Lorraine K. Rak", is written over a horizontal line. The signature is stylized and cursive.

LORRAINE K. RAK  
Deputy Attorney General  
Chief, Consumer Fraud Prosecution Section  
Division of Law  
124 Halsey Street – 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101  
Tel.: 973-877-1280  
Fax: 973-648-4887



For the State of New Mexico:  
HECTOR H. BALDERAS, Attorney General

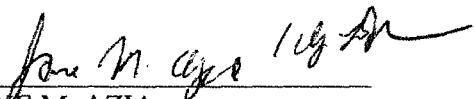


---

SCOTT CAMERON  
Assistant Attorney General  
Office of the New Mexico Attorney General  
Consumer Protection Division  
201 Third St NW, Suite 300  
Albuquerque, NM 87102  
Tel: 505-717-3511  
Fax: 505-318-1051

For the State of New York:

ERIC T. SCHNEIDERMAN  
Attorney General

  
\_\_\_\_\_  
JANE M. AZIA  
Bureau Chief  
Bureau of Consumer Frauds & Protection  
Office of the New York State Attorney General  
120 Broadway  
New York, NY 10271  
Tel.: 212-416-8727  
Fax: 212-416-6003

For the Attorney General of North Carolina:

JOSH STEIN  
Attorney General

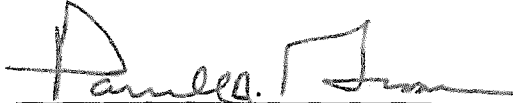


---

KEITH T. CLAYTON  
Special Deputy Attorney General  
N.C. Department of Justice  
P. O. Box 629  
Raleigh, NC 27602  
Tel.: 919-716-6000  
Fax: 919-716-6019

For the State of North Dakota


WAYNE STENEHJEM  
Attorney General

A handwritten signature in black ink, appearing to read "Parrell D. Grossman", written over a horizontal line.

PARRELL D. GROSSMAN  
(ID No. 04684)  
Assistant Attorney General  
Director, Consumer Protection and Antitrust  
Division  
Office of Attorney General  
Gateway Professional Center  
1050 E Interstate Ave, Ste. 200  
Bismarck, ND 58503-5574  
Tel: 701-328-5570  
Fax: 701-328-5568

For the State of Ohio:

MIKE DEWINE  
Ohio Attorney General

  
\_\_\_\_\_  
JEFFREY R. LOESER (Ohio Bar #0082144)  
Senior Assistant Attorney General  
Consumer Protection Section  
30 E. Broad St., 14<sup>th</sup> Floor  
Columbus, OH 43215  
Tel.: 614-644-9618  
Fax: 877-650-4712

For the State of Oklahoma:

MIKE HUNTER  
ATTORNEY GENERAL FOR THE  
STATE OF OKLAHOMA

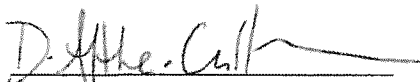


---

Malisa McPherson, OBA #32070  
Assistant Attorney General  
Deputy Chief, Consumer Protection Unit  
313 N.E. 21<sup>st</sup> Street  
Oklahoma City, Oklahoma 73105  
Telephone: (405) 521-3921  
Fax: (405) 522-0085  
Email: [Malisa.McPherson@oag.ok.gov](mailto:Malisa.McPherson@oag.ok.gov)

For the State of Oregon,

Attorney General  
ELLEN ROSENBLUM:



D. ALTHEA CULLEN  
Assistant Attorney General  
Oregon Department of Justice  
Financial Fraud/Consumer Protection  
100 SW Market St  
Portland, OR 97201  
Tel.: 971-673-1880  
Fax: 971-673-1888

For the Commonwealth of Pennsylvania

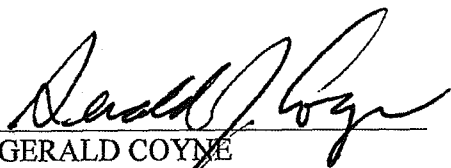
JOSH SHAPIRO  
Attorney General

A handwritten signature in black ink, appearing to read "John M. Abel", written over a horizontal line.

JOHN M. ABEL  
Senior Deputy Attorney General  
Commonwealth of Pennsylvania  
Office of Attorney General  
Bureau of Consumer Protection  
15<sup>th</sup> Floor, Strawberry Square  
Harrisburg, PA 17120  
Tel: 717-787-1439  
Fax: 717-705-3795



For the Rhode Island Department of Attorney General:

A handwritten signature in cursive script, appearing to read "Gerald Coyne", written over a horizontal line.

GERALD COYNE

Rhode Island Department of Attorney General

Deputy Attorney General

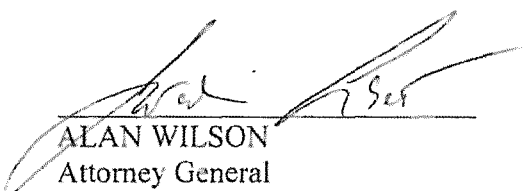
150 South Main Street

Providence, RI 02903

Tel: 401-274- 4400 Ext. 2257

Fax: 401- 222-1302

For the State of South Carolina:



ALAN WILSON

Attorney General

W. JEFFREY YOUNG

Chief Deputy Attorney General

C. HAVIRD JONES, JR.

Senior Assistant Deputy Attorney General

JARED Q. LIBET

Assistant Deputy Attorney General

South Carolina Attorney General's Office

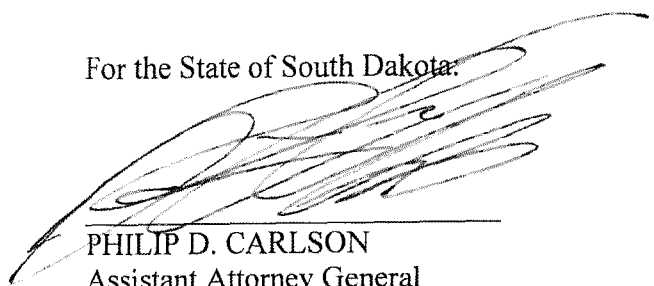
1000 Assembly Street

Columbia, SC 29201

Tel.: 803-734-3970

Fax: 803-734-3677

For the State of South Dakota.

A large, stylized handwritten signature in black ink, appearing to read 'Philip D. Carlson', is written over a horizontal line.

PHILIP D. CARLSON  
Assistant Attorney General  
South Dakota Attorney General's  
Office  
1302 E. Highway 14, Suite 1  
Pierre, SD 57501  
Tel.: 605-773-3215  
Fax: 605-773-4106

For the State of Tennessee:

HERBERT H. SLATERY III, B.P.R. No. 9077  
Attorney General and Reporter



---

TRAVIS BROWN, B.P.R. No. 34164  
Assistant Attorney General  
Consumer Protection and Advocate Division  
Public Protection Section  
Office of the Tennessee Attorney General  
300 Deaderick Street, 20th Floor  
Nashville, TN 37243  
Tel.: 615-741-3533  
Fax: 615-532-2910  
travis.brown@ag.tn.gov

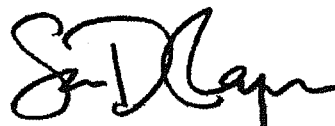
For the State of Texas:



---

RICHARD L. BISCHOFF  
Assistant Attorney General  
Consumer Protection Division  
401 E. Franklin Avenue, Suite 530  
El Paso, Texas 79901  
Tel.: 915- 834-5800  
Fax: 915-542-1546

For the State of Utah:

A handwritten signature in black ink, appearing to read "S. D. Reyes". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

---

SEAN D. REYES

Utah Attorney General,

including as counsel for the Utah Division of Consumer Protection

350 North State Street, #230

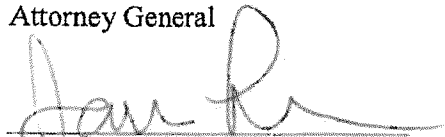
Salt Lake City, UT 84114-2320

Tel.: 801-538-1191

Fax: 801-538-1121

For the State of Vermont:

THOMAS J. DONOVAN, JR.  
Attorney General

A handwritten signature in cursive script, appearing to read "James Layman", written over a horizontal line.

JAMES LAYMAN  
Assistant Attorney General  
109 State Street  
Montpelier, VT 05609-1001  
(802) 828-2315

For The Commonwealth of Virginia,

*ex rel.* MARK HERRING,

Attorney General:

A handwritten signature in black ink, appearing to read "David B. Irvin", written over a horizontal line.

DAVID B. IRVIN (VSB #23927)

Senior Assistant Attorney General

JAMES E. SCOTT (VSB #88882)

Assistant Attorney General

Office of the Attorney General of Virginia

202 North 9th Street

Richmond, Virginia 23219

Tel.: 804-225-4778

Fax: 804-786-0122



For the State of Washington:

ROBERT FERGUSON  
Attorney General



---

AMY TENG WSBA #50003  
Assistant Attorney General  
Consumer Protection Division  
Office of the Attorney General  
800 Fifth Avenue, Suite 2000  
Seattle, WA 98104  
Tel: 206-464-7745  
Fax: 206-587-5636

STATE OF WEST VIRGINIA  
PATRICK MORRISEY  
ATTORNEY GENERAL



---

R. STEPHEN JARRELL  
Assistant Attorney general  
Office of the Attorney General of West Virginia  
812 Quarrier Street, 1<sup>st</sup> Floor  
P.O. Box 1789  
Charleston, WV 25326  
Tel.: 304-558-8986  
Fax: 304-558-0184

For the State of Wisconsin:

BRAD SCHIMEL  
Attorney General

A handwritten signature in black ink, appearing to read "G. Cooley", is written over a horizontal line.

GWENDOLYN J. COOLEY  
Assistant Attorney General  
Wisconsin Department of Justice  
Post Office Box 7857  
Madison, Wisconsin 53707-7857  
Tel: 608-261-5810  
Fax: 608-267-2778

For the State of Wyoming:

A handwritten signature in cursive script, appearing to read "Peter K. Michael", written in black ink over a horizontal line.

PETER K. MICHAEL

Wyoming Attorney General

Benjamin M. Burningham (Wyo. Bar. No. #7-5616)

Assistant Attorney General

Kendrick Building


2320 Capitol Avenue

Cheyenne, WY 82002

Tel.: 307-777-7847

Fax: 307-777-3435

For PHH Mortgage Corporation:

A handwritten signature in black ink, appearing to read 'RBC', is written over a horizontal line.

Robert B. Crowl  
President and Chief Executive Officer