

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA,
et al.,
555 4th Street, NW
Washington, D.C. 20530

Plaintiffs,

v.

SUNTRUST MORTGAGE, INC.
901 Semmes Ave
Richmond, Virginia 23224

Defendant.

Civil Action No. 14-1028 (RMC)

CONSENT JUDGMENT

WHEREAS, Plaintiffs, the United States of America, the Consumer Financial Protection Bureau (the CFPB or Bureau) and 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 Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, 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 filed their complaint on June 17, 2014, alleging that SunTrust Mortgage, Inc. (“Defendant”) either itself or through its affiliates or subsidiaries violated, among other laws, the Unfair and Deceptive Acts

and Practices laws of the Plaintiff States, the Consumer Financial Protection Act of 2010, the False Claims Act, the Financial Institutions Reform, Recovery, and Enforcement Act of 1989, and the Bankruptcy Code and Federal Rules of Bankruptcy Procedure;

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

WHEREAS, Defendant, by its attorneys, has 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 other than those facts of the Complaint deemed necessary to the jurisdiction of this Court and the facts set forth in Attachment A to Exhibit J;

WHEREAS, the intention of the United States, the Bureau, and the States 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 acknowledges 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, 1345, 1355(a), and 1367, 12 U.S.C. § 5565(a)(1), and under 31 U.S.C. § 3732(a) and (b), 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 31 U.S.C. § 3732(a).

II. SERVICING STANDARDS

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

III. FINANCIAL TERMS

3. *Payment Settlement Amounts.* Defendant shall pay or cause to be paid into an interest bearing escrow account to be established for this purpose the sum of fifty million dollars (\$50,000,000), which shall be known as the “Direct Payment Settlement Amount” as specified in Exhibit F, and which shall be distributed in the manner and for the purposes specified in Exhibit B. Defendant shall further pay to the United States Department of Justice the sum of four hundred and eighteen million dollars (\$418,000,000), which shall be known as the “Exhibit J Settlement Amount” as specified in Exhibit J, plus simple interest on the Settlement Amount at a rate of 2.375% per annum accruing from March 5, 2014 through March 15, 2014, for a total of \$418,271,986, as described in Exhibit J. Defendant’s payment of the Direct Payment Settlement Amount shall be made by electronic funds transfer within ten days of receiving notice that the escrow account referenced in this Paragraph 3 is established or within ten days of the Effective Date of this Consent Judgment, whichever is later. Defendant's payment of the Exhibit J

Settlement Amount shall be made by electronic funds transfer, pursuant to written instructions to be provided by the United States Department of Justice, within ten days of receiving the written instructions from the United States Department of Justice. After Defendant has made the required payments, Defendant shall no longer have any property right, title, interest or other legal claim in any funds held in escrow. The interest bearing escrow account established by this Paragraph 3 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. The Monitoring Committee established in Paragraph 8 shall, in its sole discretion, appoint an escrow agent ("Escrow Agent") who shall hold and distribute funds as provided herein. All costs and expenses of the Escrow Agent, including taxes, if any, shall be paid from the funds under its control, including any interest earned on the funds.

4. *Payments to Foreclosed Borrowers.* In accordance with written instructions from the State members of the Monitoring Committee, for the purposes set forth in Exhibit C, the Escrow Agent shall transfer from the escrow account to the Administrator appointed under Exhibit C forty million dollars (\$40,000,000) (the "Borrower Payment Amount") to enable the Administrator to provide cash payments to borrowers whose homes were finally sold or taken in foreclosure by Defendant between and including January 1, 2008 and December 31, 2013; who submit claims allegedly arising from the Covered Conduct (as that term is defined in Exhibit G hereto); and who otherwise meet criteria set forth by the State members of the Monitoring Committee; and to pay the reasonable costs and expenses of a 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 C. The Borrower Payment Amount and any other funds provided to the Administrator for these purposes shall be administered in accordance with the terms set forth in Exhibit C.

5. *Consumer Relief.* Defendant itself and through its affiliates and subsidiaries, shall provide five hundred million dollars (\$500,000,000) of relief to consumers who meet the eligibility criteria in the forms and amounts described in Paragraphs 1-9 of Exhibit D, as amended by Exhibit I, to remediate harms allegedly caused by the alleged unlawful conduct of Defendant. Defendant shall receive credit towards such obligation as described in Exhibit D as amended by Exhibit I.

IV. ENFORCEMENT

6. The Servicing Standards and Consumer Relief Requirements, attached as Exhibits A and D, are incorporated herein as the judgment of this Court and shall be enforced in accordance with the authorities provided in the Enforcement Terms, attached hereto as Exhibit E.

7. The Parties agree that Joseph A. Smith, Jr. shall be the Monitor and shall have the authorities and perform the duties described in the Enforcement Terms, attached hereto as Exhibit E.

8. The Parties agree that the Monitoring Committee established pursuant to certain Consent Judgments entered in *United States, et al. v. Bank of America Corp., et al.*, No. 12-civ-00361-RMC (April 4, 2012) (Docket Nos. 10-14) and referenced specifically in paragraph 8 of those Consent Judgments, shall be designated as the committee responsible for performing the role of the Administration and Monitoring Committee, as described in the Enforcement Terms. References to the "Monitoring Committee" in this Consent Judgment and related documents shall be understood to refer to the same Monitoring Committee as that established in the *Bank of*

America Corp. case referenced in the preceding sentence, with the addition of a CFPB Member, and the Monitoring Committee shall serve as the representative of the participating state and federal agencies in the administration of all aspects of this Consent Judgment and the monitoring of compliance with it by the Defendant.

V. RELEASES

9. The United States, the Bureau, and Defendant have agreed, in consideration for the terms provided herein, for the release of certain claims, and remedies, as provided in the Federal Release, attached hereto as Exhibit F and in the Origination Release, attached hereto as Exhibit J. The United States, the Bureau, and Defendant have also agreed that certain claims and remedies are not released, as provided in Paragraph 11 of Exhibit F and as provided in paragraph 3 of Exhibit J. The releases contained in Exhibit F and Exhibit J shall become effective on the dates and pursuant to the terms provided in those documents.

10. The Department of Housing and Urban Development and Defendant have agreed, in consideration for the terms provided herein, for the release of certain claims, and remedies, as provided in the Administrative Release, attached hereto as Exhibit K. The release contained in Exhibit K shall become effective on the date and pursuant to the terms provided in that document.

11. The State Parties 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 G. The State Parties and Defendant have also agreed that certain claims and remedies are not released, as provided in Part IV of Exhibit G. The releases contained in Exhibit G shall become effective upon payment of the Direct Payment Settlement Amount by Defendant.

VII. OTHER TERMS

12. In the event that the Defendant (a) does not complete certain consumer relief activities as set forth in Exhibit D, as amended by Exhibit I (“Consumer Relief Requirements”), and (b) does not make the Consumer Relief Payments (as that term is defined in Exhibit F (Federal Release)) and fails to cure such non-payment within thirty days of written notice by the party, the United States, the Bureau, and any State Party may withdraw from the Consent Judgment and declare it null and void with respect to the withdrawing party. Nothing in this paragraph shall be interpreted to affect the releases in Exhibit J, or the release of civil and administrative claims, remedies, and penalties based on Covered Origination Conduct in Exhibit K.

13. This Court retains jurisdiction for the duration of this Consent Judgment to enforce its terms. 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.

14. 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.

15. This Consent Judgment shall remain in full force and effect for three and one-half years from the date it is entered (“the Term”), at which time the Defendant’s obligations under the Consent Judgment shall expire, except that, pursuant to Exhibit E, Defendant shall submit a final Quarterly Report for the last quarter or portion thereof falling within the Term and cooperate with the Monitor's review of said report, which shall be concluded no later than six

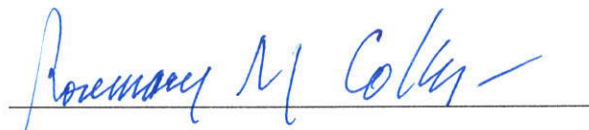
months after the end of the Term. The duration of the Servicer's obligations under the Servicing Standards set forth in Exhibit A shall be reduced to a period of three years from the date of the entry of the Consent Judgment, if at the end of the third year, the Monitor's two servicing standard compliance reports immediately prior to that date reflect that the Servicer had no Potential Violations during those reporting periods, or any Corrective Action Plans that the Monitor had not yet certified as completed. Defendant shall have no further obligations under this Consent Judgment six months after the expiration of the Term, but the Court shall retain jurisdiction for purposes of enforcing or remedying any outstanding violations that are identified in the final Monitor Report and that have occurred but not been cured during the Term.

16. Except as otherwise agreed in Exhibit B, each party to this litigation will bear its own costs and attorneys' fees associated with this litigation.

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

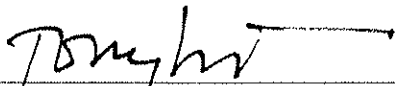
18. The sum and substance of the parties' agreement and of this Consent Judgment are reflected herein and in the Exhibits attached hereto. In the event of a conflict between the terms of the Exhibits and paragraphs 1-18 of this summary document, the terms of the Exhibits shall govern.

SO ORDERED this 30 day of September, 2014



UNITED STATES DISTRICT JUDGE

For the United States:

A handwritten signature in black ink, appearing to read "Tony West", with a horizontal line extending to the right from the end of the signature.

TONY WEST

Associate Attorney General
U.S. Department of Justice
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For the Department of Housing and Urban Development:

A handwritten signature in cursive script that reads "Damon Y. Smith". The signature is written in black ink and is positioned above a horizontal line.

DAMON Y. SMITH

Acting General Counsel

U.S. Department of Housing and Urban Development

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For the Consumer Financial Protection Bureau:



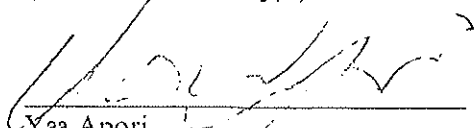
.....
LUCY E. MORRIS
Deputy Enforcement Director
CARA PETERSEN
Assistant Litigation Deputy
RACHEL RODMAN
Enforcement Attorney
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For the Executive Office for U.S. Trustees



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For the Federal Trade Commission
(as to Exhibit F only):



Yaa Apori

Attorney

Federal Trade Commission

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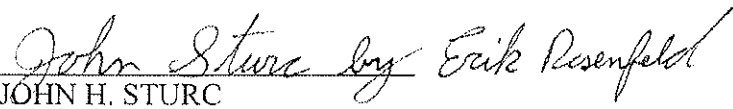
CC-10232

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JOHN H. STURC

Chief Counsel

Office of Financial Stability

U.S. Department of the Treasury

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For the State of Alaska:

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For the State of Alabama:



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For the State of Arkansas:

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JAMES B. DEPRIEST

Ark. Bar No. 80038

Deputy Attorney General

Office of the Attorney General

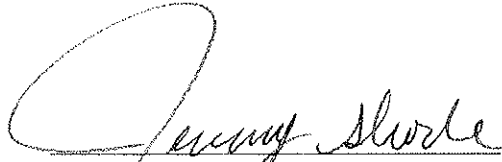
323 Center Street, Suite 200

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For the State of Arizona:

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

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Arizona Attorney General

by Jeremy T. Shorbe

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Attorney General

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

JOHN W. SUTHERS, Attorney General:

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

JENNIFER MINER DETHMERS

Assistant Attorney General

Consumer Protection Section

Colorado Attorney General's Office

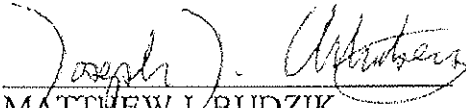
1300 Broadway, 7th Floor

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Assistant Attorneys General

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820 N. French Street, 5th Floor
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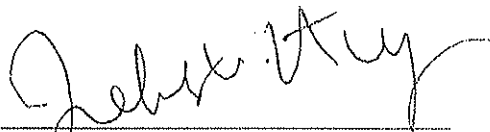
For the State of Florida:

PAMELA JO BONDI
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PATRICIA A. CONNERS
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JEFFREY W. STUMP

Assistant Attorney General

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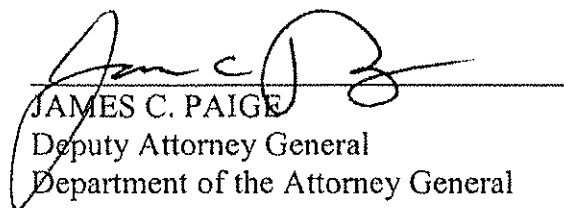
40 Capitol Square, S.W.

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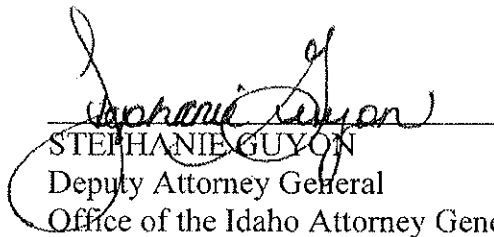
For the State of Hawaii:

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

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For the State of Illinois:

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For the State of Iowa:

Patrick Madigan

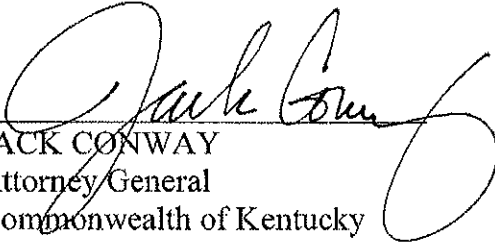
PATRICK MADIGAN
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For the State of Louisiana:

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

JAMES D. "BUDDY" CALDWELL

Attorney General

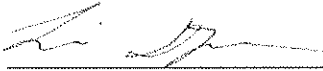
1885 N. Third Street

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Tel.: 225-326-6705

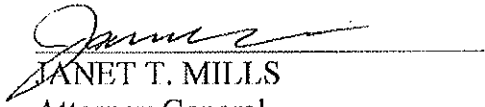
For The Commonwealth Of
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MARTHA COAKLEY
Attorney General



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For the State of Minnesota:

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Attorney General, State of Minnesota

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BY: Bridgette W. Wiggins
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For the State of Montana:

A handwritten signature in cursive script that reads "CHUCK MUNSON". The signature is written in black ink and is positioned above a horizontal line.

TIMOTHY C. FOX

Attorney General

CHUCK MUNSON

Assistant Attorney General

Montana Department of Justice

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For the Attorney General of North Carolina:

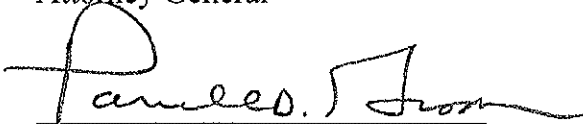
ROY COOPER
Attorney General

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

PHILLIP K. WOODS
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N.C. Department of Justice
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Fax: 919-716-6050
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For the State of North Dakota

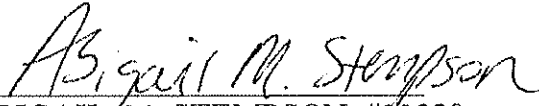
WAYNE STENEHJEM
Attorney General

A handwritten signature in black ink, appearing to read "Parrell D. Grossman". The signature is written in a cursive style with a large initial 'P' and a long horizontal stroke at the end.

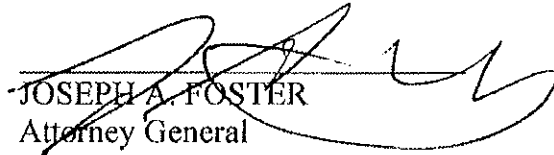
PARRELL D. GROSSMAN
(ID No. 04684)
Assistant Attorney General
Director, Consumer Protection and
Antitrust Division
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For the State of Nebraska:

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For the State of New Hampshire:

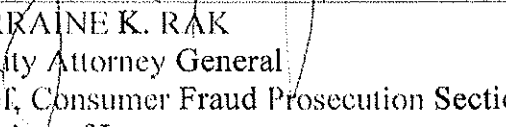


~~JOSEPH A. FOSTER~~

Attorney General
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For the State of New Jersey:

JOHN J. HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY



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Chief, Consumer Fraud Prosecution Section
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For the State of New Mexico:

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KAREN J. MEYERS, Assistant Attorney General
Office of New Mexico Attorney General
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For the State of New York:



JANE M. AZIA

Bureau Chief

Bureau of Consumer Frauds & Protection

Office of the New York State Attorney General

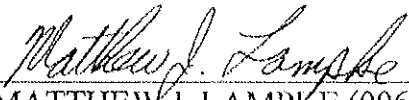
120 Broadway

New York, NY 10271

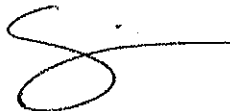
Tel.: 212-416-8727

Fax: 212-416-8787

For the Ohio Attorney General
MIKE DEWINE

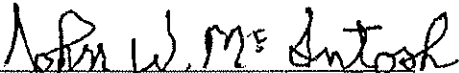

MATTHEW J. LAMPKE (0067973)
Mortgage Foreclosure Counsel
Ohio Attorney General
30 E. Broad St., 15th Floor
Columbus, OH 43215
Tel.: 614-466-8569
Fax: 866-403-3979

For the State of Oregon,
Attorney General
ELLEN F. ROSENBLUM:

A handwritten signature in black ink, appearing to read 'S. Whang', with a long horizontal stroke extending to the right.

SIMON WHANG
Assistant Attorney General
Oregon Department of Justice
Financial Fraud/Consumer Protection
1515 SW 5th Avenue, Ste. 410
Portland, OR 97201
Tel.: 971-673-1880
Fax: 971-673-1902

For the State of South Carolina:


ALAN WILSON

Attorney General

JOHN W. MCINTOSH

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

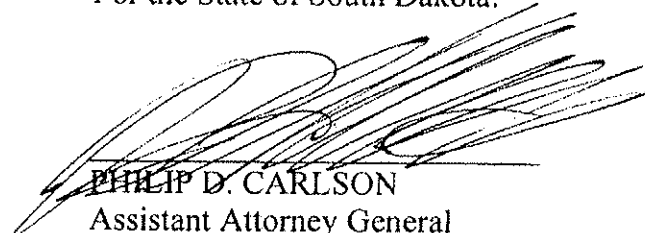
1000 Assembly Street, Room 519

Columbia, SC 29201

Tel.: 803-734-3970

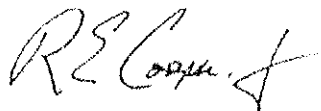
Fax: 803-734-3677

For the State of South Dakota:

A handwritten signature in black ink, appearing to read "Philip D. Carlson", is written over a horizontal line. The signature is somewhat stylized and scribbled.

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

For the State of Tennessee:

A handwritten signature in black ink, appearing to read "RE Cooper, Jr.", written in a cursive style.

ROBERT E. COOPER, JR.
Attorney General and Reporter
Office of the Tennessee Attorney General
425 Fifth Avenue North
Nashville, TN 37243-3400
Tel.: 615-741-3491
Fax: 615-741-2009

For the State of Texas:

A handwritten signature in cursive script that reads "James A. Daross". The signature is written in black ink and is positioned above a horizontal line.

JAMES A. DAROSS

State Bar No. 05391500

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. Reyes", written over a horizontal line.

SEAN D. REYES

Utah Attorney General

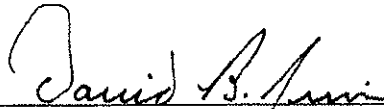
350 North State Street, #230

Salt Lake City, UT 84114-2320

Tel.: 801-538-1191

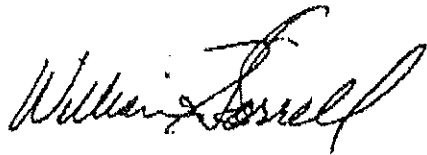
Fax: 801-538-1121

For The Commonwealth of Virginia,
ex rel. MARK R. HERRING,
Attorney General:



DAVID B. IRVIN (VSB #23927)
Senior Assistant Attorney General
MARK S. KUBIAK (VSB #73119)
Assistant Attorney General
Office of Virginia Attorney General
900 East Main Street
Richmond, Virginia 23219
Tel.: 804-786-4047
Fax: 804-786-0122

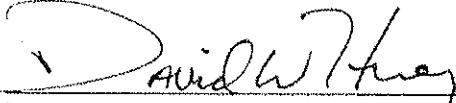
For the State of Vermont:

A handwritten signature in black ink, appearing to read "William H. Sorrell". The signature is written in a cursive style with a large, prominent initial "W".

WILLIAM H. SORRELL
Attorney General
109 State Street
Montpelier VT 05609-1001
(802) 828-3171

For the State of Washington:

ROBERT W. FERGUSON
Attorney General

A handwritten signature in cursive script, appearing to read "David W. Huey", is written over a horizontal line.

DAVID W. HUEY, WSBA No. 31380

Senior Counsel

Consumer Protection Division

Office of the Attorney General

1250 Pacific Avenue, Suite 105

PO Box 2317

Tacoma, WA 98402-4411

Tel: (253) 593-5243

For the State of Wisconsin:

J.B. VAN HOLLEN
Attorney General

A handwritten signature in cursive script, reading "Holly C. Pomraning". The signature is written in black ink and is positioned above a horizontal line.

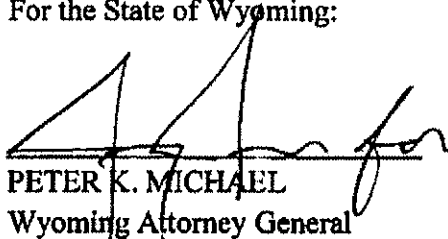
HOLLY C. POMRANING
Assistant Attorney General
Wisconsin Department of Justice
Post Office Box 7857
Madison, Wisconsin 53707-7857
Tel: 608-266-5410
Fax: 608-267-8906

For the State of West Virginia:

A handwritten signature in black ink that reads "PATRICK MORRISEY". The signature is written in a cursive, slightly slanted style.


PATRICK MORRISEY
Attorney General
State Capitol, Room 26E
Charleston, WV 25305-0220
Tel.: 304-558-2021
Fax: 304-558-0140

For the State of Wyoming:

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

PETER K. MICHAEL
Wyoming Attorney General
Wyoming Attorney General's Office
123 State Capitol Bldg
200 W. 24th Street
Cheyenne, WY 82002
Tel.: 307-777-7847
Fax: 307-777-3435

For SunTrust Mortgage, Inc.:

A handwritten signature in black ink, reading "Jerome T. Lienhard, II". The signature is written in a cursive style with a large initial "J" and a stylized "L".

Jerome T. Lienhard, II
President and CEO
SunTrust Mortgage, Inc.

June 17, 2014