

COMMONWEALTH OF MASSACHUSETTS

58

SUFFOLK COUNTY

SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT

CIVIL ACTION NO. 11-4363 [BLS1]

COMMONWEALTH OF MASSACHUSETTS,

Plaintiff,

v.

BANK OF AMERICA, N.A., BAC HOME
LOANS SERVICING, LP, BAC GP, LLC,
JPMORGAN CHASE BANK, N.A., CITIBANK,
N.A., CITIMORTGAGE, INC., GMAC
MORTGAGE, LLC, WELLS FARGO BANK,
N.A., MORTGAGE ELECTRONIC
REGISTRATION SYSTEM, INC., and
MERSCORP, INC.,

Defendants.

Notice
Sent
1-16-15

**FINAL JUDGMENT BY CONSENT AS TO LESS THAN
ALL PARTIES PURSUANT TO MASS. R. CIV. P. 54(b)
(BANK OF AMERICA, CHASE, CITI AND WELLS)**

Plaintiff, the Commonwealth of Massachusetts, by and through its Attorney General
Martha Coakley ("Commonwealth"), and Defendants Bank of America, N.A., on its own behalf
and as the successor in interest to BAC Home Loans Servicing, LP and BAC GP, LLC
(collectively "Bank of America"); JP Morgan Chase Bank, N.A. ("Chase"); Citibank, N.A.;
CitiMortgage, Inc. (collectively "Citi"); and Wells Fargo Bank, N.A. ("Wells Fargo")
(collectively with Bank of America, Chase and Citi, the "Settling Defendants," and with

JUDGMENT ENTERED ON DOCKET Jan 16 20 15
PURSUANT TO THE PROVISIONS OF MASS. R. CIV. P. 54(b)
AND NOTICE SENT TO PARTIES PURSUANT TO THE PRO-
VISIONS OF MASS. R. CIV. P. 77(b) AS FOLLOWS

Plaintiff, the “Parties”), have submitted for entry this Final Judgment by Consent (“Final Judgment”) and its provisions without trial or adjudication.¹

WHEREAS, the Commonwealth alleges in its First Amended Complaint (“FAC”) that Defendants engaged in unfair or deceptive conduct by foreclosing upon Massachusetts residents’ homes without the legal authority to do so in violation of Massachusetts foreclosure law, G. L. c. 244, § 1, *et seq.*, and G. L. c. 183, § 21, and the Massachusetts Consumer Protection Act, G.L. c. 93A §§ 2 and 4. Specifically, the Commonwealth alleges that Defendants failed to strictly comply with Massachusetts foreclosure law by publishing notices of sale when they were not the holders of the mortgages at the time of the publication, resulting in void foreclosures;

WHEREAS, the Settling Defendants deny the Commonwealth’s allegations in the FAC and any allegations of liability or wrongdoing;

WHEREAS, the Settling Defendants warrant and represent that they are proper parties to this Final Judgment and warrant that the signatories to this Final Judgment have authority to act for and bind the Settling Defendants;

WHEREAS, the Parties wish to resolve this action through the entry of this Final Judgment;

WHEREAS, this Final Judgment is entered into by the Settling Defendants as their own free and voluntary act and with full knowledge and understanding of the nature of the proceedings and the obligations and duties set forth in this Final Judgment, and they consent to entry of this Final Judgment without further notice;

¹ The Court dismissed Mortgage Electronic Registration Systems, Inc., and MERSCORP, Inc. as defendants pursuant to its November 30, 2012 ruling.

WHEREAS, the Settling Defendants acknowledge they understand that the Commonwealth and this Court expressly rely upon all representations and warranties in this Final Judgment;

WHEREAS, the Parties agree that there is no just reason for delay, and that the Court's execution of this Final Judgment constitutes an entry of a final judgment, pursuant to Mass. R. Civ. P. 54(b), as to the Settling Defendants;

NOW THEREFORE, based upon the Parties' joint motion and with the consent of the Settling Defendants;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

I. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to G. L. c. 93A, § 4, and G. L. c. 12, § 10, and over the Settling Defendants pursuant to G. L. c. 223A, § 3. Venue is appropriate in Suffolk County pursuant to G. L. c. 223, § 5 and G. L. c. 93A, § 4.

II. PARTIES

2. Plaintiff in this action is the Commonwealth of Massachusetts, represented by the Office of the Attorney General.

3. The Settling Defendants in this action are Bank of America, N.A., on its own behalf and as the successor in interest to BAC Home Loans Servicing, LP and BAC GP, LLC; JP Morgan Chase Bank, N.A.; Citibank, N.A.; CitiMortgage, Inc.; and Wells Fargo Bank, N.A.

III. DEFINITIONS

4. "Covered Foreclosure" shall mean and refer to any foreclosure sale in the Commonwealth of Massachusetts occurring between December 1, 2007 and the Effective Date in which the party identified as the present holder of the mortgage in the first publication of the notice of foreclosure sale pursuant to G.L. c. 244 § 14, was not the holder of the mortgage at the

time of the first publication; provided, however, a foreclosure shall not be a Covered Foreclosure if in addition to the attempted foreclosure by power of sale, a valid foreclosure was accomplished through another means.

5. "Consumer Complaint" shall mean any notice that a particular foreclosure might be a Covered Foreclosure submitted by a Downstream Purchaser or, upon the express written request of a Downstream Purchaser, by a title insurer, their agents, or the Attorney General.

6. "Downstream Purchaser" shall mean and refer to any party who purchased a property in a Covered Foreclosure or any subsequent purchaser for value.

7. "Effective Date" shall mean and refer to the date 60 days after entry of this Final Judgment by the Court.

8. "Junior Lien" shall mean and refer to a lien on a property that was subject to a Covered Foreclosure, at the time of the Covered Foreclosure, that is subordinate to one or more other liens on the same property.

IV. CURATIVE ACTION

9. Within twenty-one (21) days of the entry of this Final Judgment, each Settling Defendant shall provide to the Attorney General designated e-mail and mailing addresses ("Designated Addresses") for the receipt of Consumer Complaints.

10. For a period of three years from the Effective Date, when a Settling Defendant receives a Consumer Complaint at its Designated Addresses, the Settling Defendant shall exercise reasonable diligence to review Consumer Complaints and take appropriate curative action as detailed below. Reasonable diligence shall include:

- a. Claim Review: Conduct, itself or through its servicer, a review of all reasonably available, relevant documents, including documents submitted with the Consumer Complaint, documents on record in the registry of deeds or, in the case of

registered land, registered with the Land Court, and documents in the possession custody or control of the Settling Defendant, to ascertain whether the foreclosure is a Covered Foreclosure. If the Settling Defendant determines that the foreclosure is not a Covered Foreclosure, then the Settling Defendant shall furnish a written explanation of its findings to the person who submitted the Consumer Complaint and, if requested, provide copies of the documentation supporting its conclusion (e.g., off-record assignments). If the Settling Defendant determines that a Consumer Complaint relates to a foreclosure in which it was neither the mortgagee nor servicer, then the Settling Defendant will advise in writing the person who submitted the Consumer Complaint and will have no further obligation with respect to such Consumer Complaint.

- b. Curative Actions: If a Settling Defendant determines that the foreclosure is a Covered Foreclosure, the Settling Defendant shall undertake, itself or through its servicer, the following actions as necessary and to the extent practicable:
- i. Determine whether there are any Junior Liens that have been recorded in the applicable registry of deeds, or intervening bankruptcies affecting title to the subject property;
 - ii. Discharge Junior Liens which they own on all properties subject to Covered Foreclosures;
 - iii. (1) Request a discharge from the holders of any Junior Liens and/or a notice of abandonment from the Bankruptcy Trustee; (2) in cases where title insurance exists, provide to the person submitting the Consumer Complaint the current forwarding address(es), if any, for the mortgagor(s)

at the time of the Covered Foreclosure; (3) in cases where no title insurance exists, request a quitclaim deed in a form prepared or approved by the Settling Defendant from the mortgagor(s) at the time of the Covered Foreclosure by mailing such request to the mortgagor's(s') current forwarding address(es), if any, and offer to pay the mortgagor(s) at the time of the Covered Foreclosure a reasonable amount up to \$2,550 in exchange for such quitclaim deed (for the avoidance of doubt, an offer of \$2,550 shall be conclusively presumed to be reasonable only in an action to enforce this Final Judgment); and (4) provide any executed documents received to the person submitting the Consumer Complaint;

- iv. Assist the most recent Downstream Purchaser, or his agent, as applicable, in completing a lawful foreclosure by power of sale or by right of entry.

Assistance may include:

- a) In cases where the Settling Defendant owns the promissory note, giving the Downstream Purchaser, or his agent, as applicable, the authority to lawfully foreclose by sale or right of entry;
- b) Identifying and providing copies of any necessary documents and/or information relating to the mortgage to be foreclosed within the possession, custody and/or control of the Settling Defendant provided, however, that the Settling Defendant is not required to provide information protected from disclosure by any applicable federal or state law governing disclosure of nonpublic personal and financial information; and/or

- c) Reimbursing the cost related to completing a lawful foreclosure if and only if title insurance does not exist, up to the approved attorney fee for a foreclosure in Massachusetts then in effect and published by the Federal National Mortgage Association (Fannie Mae), and any additional costs necessary to complete the foreclosure not included in that fee including reasonable title charges, filing costs, recordation costs, process server expenses and publication costs, as applicable; or, in the alternative, conducting the lawful foreclosure at its own expense.
- v. For the avoidance of doubt, if the Settling Defendants comply with the foregoing provisions, they shall have satisfied the Curative Action obligations in this Final Judgment.

11. Within 21 days of entry of this Final Judgment, each Settling Defendant shall appoint a representative responsible for implementing and supervising the Curative Actions and Compliance Reporting under this Final Judgment, including the actions detailed in Paragraph 10 above. The representative shall be familiar with terms of this Final Judgment and any compliance reporting required to be performed herein by the Settling Defendant, and shall respond to inquiries from the Attorney General and persons submitting Consumer Complaints.

12. If the Massachusetts Legislature enacts legislation relating to Covered Foreclosures, the Settling Defendants shall be entitled to any benefits and relief provided by the legislation and this Final Judgment does not limit any such benefits or relief that the legislation might provide to the Settling Defendants.

V. COMPLIANCE REPORTING

13. For three years after the Effective Date, each Settling Defendant shall provide accurate written reports to the Attorney General on a semiannual basis (every six months) setting forth the following:

- a. The names of the person(s) principally responsible for preparing the report;
- b. The name and contact information of the maker of any Consumer Complaint, the property address to which the complaint pertains, and the substance of the complaint;
- c. The findings of the review required by this Final Judgment; and
- d. The actions, if any, taken to address the issues raised in any Consumer Complaint, including a description of the actions undertaken and the dates the actions were undertaken.

VI. RECORD KEEPING

14. For a period of three (3) years from the Effective Date, the Settling Defendants are required to create and retain the following records:

- a. Records accurately reflecting any Consumer Complaints received by the Settling Defendants at the Designated Addresses, including the name, address and telephone number of each complainant, the substance of the complaint, communications between the Settling Defendant and complainant, and any actions undertaken by the Settling Defendant in response to the complaint;
- b. All other records and documents necessary to demonstrate full compliance with each provision of this Final Judgment, including, but not limited to, all reports submitted to the Commonwealth pursuant to the Section titled "Compliance Reporting."

15. Upon the written request by the Attorney General, the Settling Defendants shall produce non-privileged documents relating to the Settling Defendants' compliance with this Final Judgment.

VII. FINANCIAL TERMS

16. Within fourteen days after the entry of this Final Judgment, the Settling Defendants shall collectively pay a total amount of two million seven hundred thousand dollars (\$2,700,000) to the Commonwealth of Massachusetts ("Settlement Payment") by wire transfer(s) to an account maintained by the Attorney General, pursuant to wire instructions to be provided by the Attorney General.

17. The Attorney General shall direct the monetary relief collected pursuant to this Final Judgment as follows: seven hundred thousand dollars (\$700,000) to the Local Consumer Aid Fund pursuant to G.L. c. 12, § 11G, and the remainder to the Commonwealth of Massachusetts General Fund.

18. No portion of the monetary relief collected pursuant to this Final Judgment shall be used by the Commonwealth to directly fund any legal action against any of the Settling Defendants.

VIII. RELEASE

19. The release set forth herein is expressly conditioned upon the full payment of the Settlement Payment when due.

20. This Final Judgment resolves, releases and discharges any and all civil claims by the Commonwealth against the Settling Defendants concerning the validity of the Covered Foreclosures arising at any time prior to the Effective Date. This Final Judgment does not resolve, settle or otherwise affect any other actual or potential claims against the Settling Defendants, including, without limitation: claims arising from conduct occurring after the

Effective Date; any contractual or administrative claims by any agency, board, authority or instrumentality other than the Attorney General; claims by any person or entity other than the Attorney General; claims that may be brought by the Attorney General against any other person or party; any claims that are not civil in nature; or any claims by third parties.

IX. ENFORCEMENT

21. The Superior Court of the Commonwealth retains jurisdiction of this action for the purpose of enforcing or modifying the terms of this Final Judgment, or granting such further relief as the Court deems just and proper. The provisions of this Final Judgment shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

22. If it appears to the Attorney General that any Settling Defendant may be in breach of its obligations under this Final Judgment, the Attorney General shall first inform the Settling Defendant of the potential breach and shall defer any action to enforce the terms of the Final Judgment for sixty (60) days or such other period as may be agreed upon by the Attorney General and Settling Defendant (the "Cure Period.") If the Settling Defendant cures the potential breach (or demonstrates that no breach occurred) within the Cure Period, then the Attorney General shall have no action to enforce the Final Judgment.

23. In the event the Commonwealth seeks to enforce the obligations of the Settling Defendants under this Final Judgment, it shall do so by way of a Motion to Enforce the Final Judgment, subject to notice under Massachusetts Superior Court Rule 9A, where the sole relief available shall be:

- a. Equitable Relief. An order directing specific performance under the terms of this Final Judgment;
- b. Restitution. An order requiring a Settling Defendant to reimburse a Downstream Purchaser for reasonable out-of-pocket expenses not reimbursed by title

insurance, if any, incurred as a direct result of an uncured breach of this Final Judgment;

c. Civil Penalties. Civil penalties in an amount not to exceed \$5,000 for each violation; and

d. Fees and Costs. An award of reasonable attorney's fees and costs incurred by the Attorney General in connection with the enforcement proceeding.

24. There are no intended third-party beneficiaries of this Final Judgment and only the Parties may enforce its terms. Nevertheless, nothing in this Final Judgment shall limit the availability of claims and/or remedial compensation to third parties or affect any consumer's right to seek redress under the law.

25. Nothing in this Final Judgment shall relieve title insurers of any obligations, nor does it operate to transfer any such obligations to the Settling Defendants.

X. OTHER PROVISIONS

26. Waiver of Right to Rehearing or Appeal. The Parties have waived their right to add, alter, amend, appeal, petition for certiorari, or move to reargue or rehear or be heard in connection with any judicial proceeding concerning the entry of this Final Judgment and any challenges in law or equity to the entry of the Final Judgment by the courts. If the Court elects to hold a hearing on this Final Judgment, the Commonwealth shall briefly summarize the settlement for the Court. The Parties agree to support the Final Judgment and its terms at such hearing for approval.

27. Effect of Court's Failure to Approve Final Judgment. In the event the Court shall not approve this Final Judgment, this Final Judgment shall be of no force and effect against any Party and the Parties will revert to their respective positions immediately prior to reaching the settlement giving rise to this Final Judgment.

28. Parties Subject to Final Judgment. This Final Judgment, which constitutes a continuing obligation, is binding upon the Settling Defendants, as well as their successors and assigns.

29. Notice. For the purposes of this Final Judgment, the Settling Defendants shall, unless otherwise directed in writing by the Commonwealth's authorized representatives, send by overnight courier all reports and notifications required by this Final Judgment to the following:

Justin J. Lowe and Lisa Dyen
Office of the Attorney General
Consumer Protection Division
One Ashburton Place, 18th Floor
Boston, Massachusetts 02108

or as subsequently directed by the Commonwealth. *Provided that*, in lieu of overnight courier, the Settling Defendants may send such reports or notifications by first-class mail, but only if the Settling Defendants contemporaneously sends an electronic version of such report or notification to the Commonwealth at:

justin.lowe@state.ma.us and

lisa.dyen@state.ma.us

or as subsequently directed by the Commonwealth.

30. For purposes of the compliance reporting and monitoring required by this Final Judgment, the Commonwealth is authorized to communicate directly with the Settling Defendants unless or until any Settling Defendant directs the Commonwealth to communicate through its legal counsel and identifies the name and contact information for said counsel. All communications to the Settling Defendants related to this Final Judgment should be sent to:

Bank of America:

Anthony T. Meola
Senior Vice President
Bank of America, N.A.
4500 Park Granada
Calabasas, CA 91302
213-345-9667
tony.meola@bankofamerica.com

with a copy to:

Richard A. Oetheimer
David S. Kantrowitz
Goodwin Procter LLP
Exchange Place
Boston, MA 02109
617-570-1000
roetheimer@goodwinprocter.com
dkantrowitz@goodwinprocter.com

Chase:

Jason Sabot
Sr. Vice President, Associate General Counsel
Government Investigations and Regulatory Enforcement
4 New York Plaza, 19th Floor
New York, NY 10004
212-623-1744
732-452-8977
Jason.Sabot@Chase.com

with a copy to:

Mary Beth Hogan
Philip A. Fortino
919 Third Avenue
New York, NY 10022
212-909-6000
mbhogan@debevoise.com
pafortino@debevoise.com

Citi:

Brandon Sargent
Associate General Counsel
Citigroup Inc. - NAO&T Legal
6460 Las Colinas Blvd, MC: LCB-110
Irving, TX 75039
469-220-4098
Brandon.l.Sargent@citi.com

with a copy to:

Lucia Nale
Thomas V. Panoff
Mayer Brown LLP
71 South Wacker Drive
Chicago, IL 60606
312-782-0600
lnale@mayerbrown.com
tpanoff@mayerbrown.com

Wells Fargo:

Terry Krapfl
Managing Counsel
Wells Fargo Law Department
800 Walnut Street
Des Moines, IA 50309
515-557-7456
terrykrapfl@wellsfargo.com

with a copy to:

R. Bruce Allensworth
Michael D. Ricciuti
Ryan M. Tosi
K&L Gates LLP
State Street Financial Center
One Lincoln Street
Boston, MA 02111
Phone: 617-261-3100
bruce.allensworth@klgates.com
Michael.Ricciuti@klgates.com
ryan.tosi@klgates.com

31. The intention of the Settling Defendants in entering into this Final Judgment is to remediate harms allegedly resulting from alleged unlawful conduct.

32. This Final Judgment is not a final order of any state securities or banking authority.

33. This Final Judgment is not intended to indicate that any of the Settling Defendants, or any of their affiliates or current or former employees, shall be subject to any disqualifications contained in the federal securities laws or the Commodity Exchange Act, the rules and regulations thereunder (including, without limitation, Rule 506(d) under the Securities Act of 1933), the rules and regulations of self-regulatory organizations, or various states' securities laws, including any disqualifications from relying upon registration exemptions or safe harbor provisions. In addition, this Final Judgment is not intended to form the basis for any such disqualifications. This Final Judgment does not contain any injunctive measures against the Settling Defendants or any of their affiliates or employees.

34. Severability. The provisions of this Final Judgment shall be severable and should any provisions be declared by a court of competent jurisdiction to be unenforceable, the other provisions of this Final Judgment shall remain in full force and effect.

35. Complete Resolution. This Final Judgment completely resolves this civil action. No promises, representations or warranties relating to the resolution of this civil action other than those set forth in this Final Judgment have been made by any of the Parties. This Final Judgment supersedes all prior communications, discussions, or understandings, if any, of the Parties relating to the resolution of this civil action, whether oral or in writing; provided, however, that it is understood that this Final Judgment in no way supersedes (a) prior orders, judgments and stipulations entered in the above-captioned action; (b) any prior agreements or consent judgments, including without limitation, the consent judgments entered against the Settling Defendants on April 4, 2012, in *United States of America, et al. v. Bank of America Corporation*,

et al., Civ. Action No. 12-361 (D.D.C.) (the “National Mortgage Settlement”) (Docket Nos. 10-14), or the related agreement between the Parties filed on March 13, 2012 (National Mortgage Settlement, Docket No. 2-4).

36. Modification. No waiver, modification, or amendment of the terms of this Final Judgment shall be valid or binding unless made in writing, agreed to by all Parties, and approved by this Court and then only to the extent specifically set forth in such written waiver, modification, or amendment.

37. Ongoing Obligation to Comply with the Law. Consent to this Final Judgment does not constitute an approval by the Commonwealth of any of the Settling Defendants’ business acts and practices, and the Settling Defendants shall not make any representations to the contrary. Nothing in this Final Judgment shall be construed as relieving the Settling Defendants of their duty to comply with all applicable federal, state, and local laws, regulations, and rules.

38. Parties Who May Enforce Final Judgment. This Final Judgment may only be enforced by the Commonwealth, the Settling Defendants, and this Court.

39. Subject Headings. The titles and headers to each section of this Final Judgment are for convenience purposes only and are not intended to lend meaning to the actual provisions of the Final Judgment.

40. Commonwealth’s Right To Obtain Information. The Commonwealth shall maintain its right to obtain information, documents or testimony from the Settling Defendants pursuant to any state or federal law, regulation or rule.

41. Non-Waiver. Any failure by any party to this Final Judgment to insist upon the strict performance by any other party of any of the provisions of this Final Judgment shall not be deemed a waiver of any of the provisions of this Final Judgment, and such party,

notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any of the provisions of this Final Judgment. For the Commonwealth, this shall be without prejudice in the future to the imposition of any applicable penalties and any other remedies under applicable federal, state or local laws, regulations or rules.

42. Time is of the Essence. Time shall be of the essence with respect to each provision of this Final Judgment that requires action to be taken by the Settling Defendants within a stated time period or upon a specified date.

43. Agreement to Deliver All Authorizations Necessary to Carry Out Final Judgment. The Settling Defendants will execute and deliver all authorizations, documents and instruments which are necessary to carry out the terms and conditions of this Final Judgment.

44. Counterparts. This document may be executed in any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart hereof and all of which together shall constitute one and the same document. One or more counterparts of this Final Judgment may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart thereof.

45. Bankruptcy. Any Settling Defendant that files a petition for relief under the United States Bankruptcy Code shall notify the Commonwealth of the filing within twenty-four hours of filing.

46. Term. This Final Judgment shall terminate three (3) years after the Effective Date.

APPROVED AND ORDERED:

Date: 1/16 / 2015

M H Kaplan
Justice of the Superior Court

The undersigned has personally read and understood the terms of this Final Judgment, has consulted with counsel and is duly authorized to consent to such Final Judgment on behalf of Citibank, N.A. and CitiMortgage, Inc., and does so voluntarily consent.

CITIBANK, N.A.

CITIMORTGAGE, INC.

By:



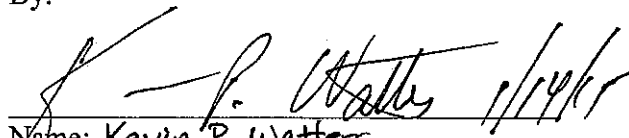
Name: Victoria Kiehl

Title: General Counsel & Senior Vice President
CitiMortgage, Inc.
Vice President
Citibank, NA

The undersigned has personally read and understood the terms of this Final Judgment, has consulted with counsel and is duly authorized to consent to such Final Judgment on behalf of JPMorgan Chase Bank, N.A., and does so voluntarily consent.

JPMORGAN CHASE BANK, N.A.

By:

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

Name: Kevin P. Watters

Title: Chief Executive officer

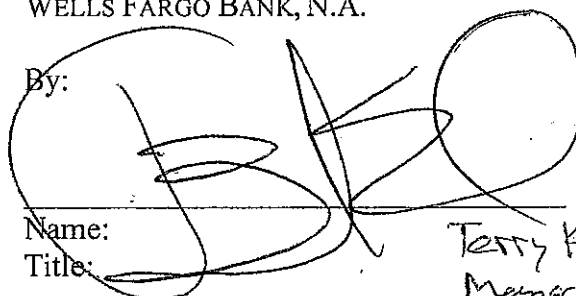
The undersigned has personally read and understood the terms of this Final Judgment, has consulted with counsel and is duly authorized to consent to such Final Judgment on behalf of Wells Fargo Bank, N.A., and does so voluntarily consent.

WELLS FARGO BANK, N.A.

By:

Name:

Title:

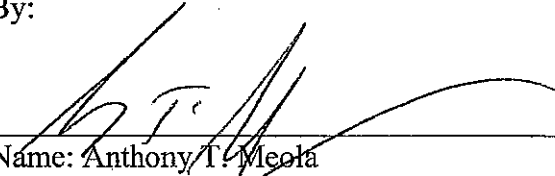
A large, stylized handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke.

Terry Krapp
Managing Counsel

The undersigned has personally read and understood the terms of this Final Judgment, has consulted with counsel and is duly authorized to consent to such Final Judgment on behalf of Bank of America, N.A., on its own behalf and as the successor in interest to BAC Home Loans Servicing, LP and BAC GP, LLC, and does so voluntarily consent.

BANK OF AMERICA, N.A.

By:

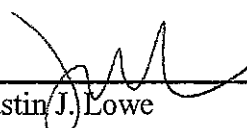
A handwritten signature in black ink, appearing to read 'A. T. Meola', is written over a horizontal line. The signature is fluid and cursive.

Name: Anthony T. Meola
Title: Senior Vice President

4, 22 9

CERTIFICATE OF SERVICE

I, Justin J. Lowe, hereby certify that I caused the foregoing document to be served by first-class mail, postage prepaid, upon all counsel of record on this 15th day of January, 2015.



Justin J. Lowe

CERTIFICATE OF SERVICE

I, Justin J. Lowe, hereby certify that I caused the following documents to be served by first-class mail, postage prepaid, upon all counsel of record on this 15th day of January, 2015:

1. Joint Motion For Entry Of A Final Judgment By Consent As To Less Than All Parties Pursuant to Mass. R. Civ. P. 54(b) (Bank Of America, Chase, Citi And Wells); and
2. Final Judgment By Consent As To Less Than All Parties Pursuant to Mass. R. Civ. P. 54(b) (Bank Of America, Chase, Citi And Wells).



Justin J. Lowe