

IN THE COURT OF COMMON PLEAS  
FRANKLIN COUNTY, OHIO

CASE NO. 09CVH 7 11433

STATE OF OHIO, ex rel. )  
RICHARD CORDRAY )  
ATTORNEY GENERAL OF OHIO )  
30 E. BROAD STREET, 14<sup>th</sup> FLOOR )  
COLUMBUS, OHIO 43215 )

JUDGE FAIS

OHIO DEPARTMENT OF COMMERCE, ex rel. )  
KIMBERLY A. ZURZ, DIRECTOR )  
77 S. HIGH STREET, 23<sup>rd</sup> FLOOR )  
COLUMBUS, OHIO 43266 )

PLAINTIFFS,

v.

CARRINGTON MORTGAGE )  
SERVICES, LLC )  
C/O CT CORPORATION SYSTEM )  
STATUTORY AGENT )  
1300 E. 9<sup>TH</sup> STREET )  
CLEVELAND, OHIO 44114 )

DEFENDANT.

**COMPLAINT, REQUEST FOR  
DECLARATORY AND INJUNCTIVE  
RELIEF, CONSUMER DAMAGES,  
CIVIL PENALTIES, PUNITIVE  
DAMAGES, AND OTHER  
APPROPRIATE RELIEF**

FILED  
COMMON PLEAS COURT  
FRANKLIN CO. OHIO  
2009 JUL 31 AM 9:12  
CLERK OF COURTS-C

**JURISDICTION**

1. Plaintiff, State of Ohio, by and through Counsel, Ohio Attorney General Richard Cordray, having reasonable cause to believe Defendant Carrington Mortgage Services, LLC ("Carrington" or "Defendant") has committed violations of Ohio's consumer protection laws, brings this action in the public interest and on behalf of the State of Ohio under the authority vested in him by the Ohio Consumer Sales Practices Act, R.C. § 1345.01 et seq.
2. Plaintiffs State of Ohio, by and through Counsel, Ohio Attorney General Richard Cordray and Ohio Department of Commerce ex rel. Kimberly A. Zurz ("Plaintiffs"

or “State”), also bring this action based upon Defendant Carrington’s breach of a contract entered into between the State and Carrington on January 29, 2008.

3. Defendant Carrington, is, and at all relevant times hereto has been, a Delaware corporation with its principal place of business located at 1610 East St. Andrew Place, Suite B, Santa Ana, California 92705-4932.
4. Defendant Carrington, is, and at all relevant times hereto, has been licensed as a second mortgage lender, (License # SM.501517), by the Ohio Department of Commerce, Division of Financial Institutions.
5. The actions of Defendant, hereinafter described, have occurred in the State of Ohio and Franklin County and various other Ohio counties.
6. At all relevant times hereto, Defendant was a “supplier” as that term is defined in R.C. § 1345.01(C) as Defendant engaged in the business of effecting consumer transactions by servicing residential mortgage loans, held by individuals residing in Franklin County and other counties in the State of Ohio, for purposes that are primarily personal, family or household within the meaning specified in R.C. §§ 1345.01(A) and (D).
7. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. § 1345.04 of the Ohio Consumer Sales Practices Act (“CSPA”).
8. This Court is the proper venue to hear this case pursuant to Ohio Civ. R. 3(B)(1)-(3), in that some of the transactions complained of herein, and out of which this action arose, occurred in Franklin County, Ohio.

## STATEMENT OF FACTS

9. Defendant Carrington's mortgage servicing obligations are set forth in various contracts, commonly referred to as Pooling and Servicing Agreements ("PSA"), between Defendant and the true owner of the underlying mortgage loan notes, typically a trust or pool containing thousands of securitized residential mortgage loans.
10. In connection with the servicing of residential mortgage loans in Ohio, Defendant Carrington accepts, applies, and distributes mortgage loan payments and other fees, penalties and assessments paid by Ohio residents.
11. In connection with the servicing of residential mortgage loans in Ohio, Defendant Carrington maintains a customer service department that Ohio residents are directed to call with questions or concerns about their mortgage loan, including borrowers who are in default and in need of loss mitigation assistance such as loan modifications.
12. As mortgage servicer, Defendant Carrington receives, in the normal course of business, consumers' disputes regarding the status and handling of their loans. In many instances, Defendant Carrington has failed to investigate and resolve consumers' disputes in a timely manner.
13. On January 29, 2008 the Ohio Attorney General and the Ohio Department of Commerce, acting in their official capacities on behalf of the State of Ohio, entered into an Agreement For A Stay of Mortgage Loan Foreclosures ("Agreement") with Defendant Carrington to resolve a dispute over the coverage of the Stipulated Preliminary Injunction entered in *State ex rel Dann v. New Century Financial*

*Corp., et al.*, Cuyahoga County Case No. CV 07 618660. [Copy of Agreement is attached to this Complaint as Exhibit A, and incorporated by reference].

14. The Agreement required that Defendant Carrington engage in “good faith” loan workout negotiations with qualified eligible borrowers to achieve a “reasonable loan workout, forbearance restructuring agreement, or other resolution” that is acceptable to both the borrower and Carrington with the specific stated objective of avoiding loss of the house if reasonably possible.
15. The terms of the Agreement a) prohibited Defendant Carrington from instituting or prosecuting a foreclosure action against any borrower with a qualified loan unless done so in conformity with the provisions of the Agreement [Agreement paragraphs 5 and 8]; b) required Defendant Carrington, within sixty (60) days of a “qualified loan notice” from the State [the “workout period”] to attempt to do a loan modification in good faith with qualified loan borrowers and to consult with Plaintiffs to determine whether the borrower has the financial ability to perform under a Workout Agreement [Agreement paragraph 6]; c) required that Defendant Carrington submit its proposed “workout agreement terms” in writing to the qualified loan borrower, with a copy to the State, within twenty-one (21) days of the “qualified loan notice;” d) and required Defendant Carrington to submit a written “workout notice” to the State at the conclusion of the “workout period” detailing the status of, and Defendant Carrington’s intentions for each qualified loan, and to provide the State with a copy of each executed loan modification Defendant Carrington had entered into with a qualified loan borrower. [Agreement paragraph 7].

16. Defendant Carrington has breached each of the contractual obligations described above in Complaint paragraphs 14 and 15 by: a) failing to engage in “good faith” loan workout negotiations; threatening to file, and filing, foreclosures against consumers eligible for relief pursuant to the Agreement; b) failing to offer reasonable loan workout terms designed to avoid the loss of the house; c) failing to make loan modification offers to borrowers within the time-period required under the Agreement; d) failing to provide the State with copies of loan workout offers submitted to borrowers as required by the Agreement and; e) failing to provide a “workout notice” to the State within the time-period required by the Agreement.
17. Defendant Carrington’s breach of the Agreement has resulted in damages to Plaintiffs and the qualified loan borrowers eligible for relief under the Agreement.
18. After executing the Agreement, Defendant Carrington disclosed to the State that it had solicited and completed loan modifications, prior to the Agreement, with borrowers identified in the Agreement as eligible for loan modifications pursuant to the terms of the Agreement.
19. Defendant Carrington promised, upon the request of the State, to review and modify those pre-Agreement loan modifications in light of the enhanced relief available to those borrowers under the Agreement.
20. Defendant Carrington did not review and modify all the pre-Agreement loan modifications it had completed with Agreement eligible borrowers.
21. Pursuant to the terms of the Agreement, Plaintiffs were required to send each eligible borrower a copy of a survey that was attached to the Agreement [Agreement paragraph 3], and then, based upon survey responses, Plaintiffs were

required to prepare and submit to Defendant Carrington within twenty-one (21) days from the execution of the Agreement a “qualified loan notice” [Agreement paragraphs 3 & 4], consult with Defendant Carrington about the financial ability of borrowers to perform under a Workout Agreement [Agreement paragraph 6], and were prohibited from instituting any legal action against Defendant Carrington with regard to a specific qualified loan prior to receiving a “work-out notice” on that loan [Agreement paragraph 9].

22. Plaintiffs have complied with all of their contractual obligations under the Agreement.
23. In connection with the servicing of Ohio residential mortgage loans, Defendant Carrington has engaged in the following acts and practices: a) providing incompetent, inadequate and inefficient customer service; b) failing to respond to borrower requests for assistance; c) failing to offer loss mitigation options to borrowers; d) misrepresenting to borrowers the company’s ability to engage in loss mitigation in Ohio; e) misrepresenting to borrowers the company’s contacts with the Ohio Attorney General’s Office; f) imposing unjustified and unreasonable fees and other charges, including attorneys fees; g) failing to reasonably exhaust loss mitigation efforts before filing foreclosure actions; h) threatening foreclosure while engaged in loss mitigation efforts; i) pressuring borrowers to enter into loan modifications without providing the borrower adequate time to review the contract or consult legal counsel; j) misrepresenting the terms of offered loan modifications; k) misrepresenting the benefits of offered loan modifications; l) representing a loan modification to be completed when that is not true and; m) requiring borrowers to

sign loan modifications that are unconscionably one-sided in Defendant Carrington's favor.

### **FIRST CAUSE OF ACTION**

#### **Breach of Contract**

24. Plaintiffs incorporate by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Twenty-Three (1-23) of this Complaint.
25. Defendant Carrington has breached the Agreement with Plaintiffs by impermissibly filing or reinstating foreclosure actions against qualified loan borrowers.
26. Defendant Carrington has breached the Agreement with Plaintiffs by failing to provide proposed "workout terms" to qualified loan borrowers within twenty-one (21) days of the "qualified loan notice."
27. Defendant Carrington has breached the Agreement with Plaintiffs by failing to provide the State with a written copy of the "workout terms" submitted to qualified loan borrowers.
28. Defendant Carrington has breached its Agreement with Plaintiffs by failing to negotiate loan modifications in good faith.
29. Defendant Carrington has breached its Agreement with Plaintiffs by proposing "workout terms" not reasonably designed to avoid the loss of the house by the qualified loan borrower.
30. Defendant Carrington has breached the Agreement with Plaintiffs by failing to provide the required "workout notice" to the State.
31. Defendant Carrington has breached the Agreement with Plaintiffs by failing to review and modify the pre-Agreement loan modifications it completed with

Agreement eligible borrowers.

## SECOND CAUSE OF ACTION

### **Violations of Ohio's Consumer Sales Practices Act**

32. Plaintiff, the State of Ohio, ex rel. Richard Cordray, Attorney General, incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Twenty-Three (1- 23) of this Complaint.
33. Defendant Carrington has engaged in unfair, deceptive and unconscionable acts and practices in violation of R.C. §§ 1345.02 , 1345.03, and 1345.031 and Ohio Administrative Code 109:4-3-09 by its inadequate, incompetent, and inefficient handling of complaints, inquiries, disputes, and requests for information and assistance in connection with its servicing of Ohio residential mortgage loans.
34. Defendant Carrington has engaged in unfair, deceptive and unconscionable acts and practices in violation of R.C. §§ 1345.02, 1345.03, and 1345.031 and Ohio Administrative Code 109:4-3-09, 109:4-3-27 and 109:4-3-28 in connection with the loan modification negotiations required by the Agreement entered into between the State and Defendant Carrington on January 29, 2007 by, inter alia, a) failing to provide the borrower with a copy of the loan modification prior to demanding that the borrower sign it; b) providing loan modification agreements with terms inconsistent with and more onerous than the terms agreed to by the borrower; c) requiring consumers to sign loan modification agreements containing unfair and unreasonable releases and waivers of rights and; d) by adding unreasonable, unwarranted and unearned charges, including attorneys fees, to the borrower's outstanding balance.

35. Defendant Carrington has engaged in unfair, deceptive and unconscionable acts and practices in violation of R.C. §§ 1345.02, 1345.03, and 1345.031 and Ohio Administrative Code 109:4-3-09, 109:4-3-27 and 109:4-3-28 in connection with presenting proposed loan modifications to borrowers who are in default or who have contacted Defendant Carrington due to the borrower having difficulty making their loan payments by: a) pressuring borrowers to enter into loan modifications without providing the borrower adequate time to review the contract or consult legal counsel; b) misrepresenting the terms of offered loan modifications; c) misrepresenting the benefits of offered loan modifications; d) representing a loan modification to be completed when that is not true and; e) requiring borrowers to sign loan modifications that are unconscionably one-sided in Defendant Carrington's favor.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiffs respectfully request that this Court:

1. **ISSUE A PERMANENT INJUNCTION**, enjoining Defendant Carrington, its agents, servants, representatives, salespeople, employees, successors or assigns and all persons acting in concert or participating with it, directly or indirectly, from engaging in the acts or practices of which Plaintiffs complain and from further violating the Consumer Sales Practices Act , R.C. § 1345.01 et seq.
2. **ISSUE A PERMANENT INJUNCTION**, enjoining Defendant Carrington, its agents, servants, representatives, salespeople, employees, successors or assigns and all persons acting in concert or participating with it, directly or indirectly, from instituting, or continuing to prosecute, foreclosures against residential mortgage

loan borrowers in Ohio until such time as Defendant Carrington has a) completed its obligations under the Agreement; b) implemented mechanisms and processes reasonably designed to provide efficient, competent and adequate customer service to all of its Ohio customers and; c) modified its Loan Modification and other loss mitigation contracts to comply with Ohio consumer law.

3. **ISSUE A DECLARATORY JUDGMENT** declaring that each act or practice described in Count Two of which Plaintiff, the State of Ohio, ex rel. Richard Cordray, Attorney General complains violates the Ohio Consumer Sales Practices Act, R.C. § 1345.01 et seq., in the manner set forth in this Complaint.
4. **ORDER** Defendant Carrington, pursuant to R.C. § 1345.07(B), to reimburse all consumers damaged by its unfair, deceptive, and unconscionable acts or practices, including non-economic damages.
5. **ORDER** Defendant Carrington to pay damages to the State resulting from Carrington's breach of the Agreement.
6. **ORDER** Defendant Carrington to reform the mortgage loan notes and completed loan modifications for the qualified loan borrowers identified as eligible for loan modifications pursuant to the Agreement, including notes modified pre-Agreement, said mortgage loan reformations to be subject to terms and conditions determined by the Court to be fair, reasonable and appropriate in light of the harm caused by Defendant Carrington's breach of the Agreement.
7. **ORDER** Defendant Carrington to provide loan modifications to the qualified loan borrowers eligible for relief pursuant to the Agreement who have not yet received or executed loan modifications, said mortgage loan modifications to be subject to

the Agreement and additional terms and conditions determined by the Court to be fair, reasonable and appropriate in light of the harm caused by Defendant Carrington's breach of the Agreement.

8. **ORDER** Defendant Carrington to pay punitive damages in an amount that this Court deems to be reasonable.
9. **ASSESS, FINE, AND IMPOSE** upon Defendant Carrington a civil penalty of Twenty Five Thousand Dollars (\$25,000.00) for each violation of R.C. § 1345.01 et seq., pursuant to R.C. § 1345.07(D).
10. **ORDER**, as a means of insuring compliance with this Court's Order and with the consumer protection laws of Ohio, that Defendant Carrington maintain in its possession and control for a period of five (5) years all business records relating to Defendant Carrington's servicing of residential mortgage loans in Ohio, and to permit the Ohio Attorney General or his representative, upon reasonable twenty-four (24) hour notice, to inspect and/or copy any and all such records.
11. **GRANT** the Ohio Attorney General and the Ohio Department of Commerce their costs in bringing this action.
12. **GRANT** the Ohio Attorney General and the Ohio Department of Commerce their reasonable attorney fees in connection with the breach of contract claim.
13. **ORDER** Defendant Carrington to pay all court costs.
14. **GRANT** such other relief as the Court deems to be just, equitable and appropriate.

Respectfully submitted

RICHARD CORDRAY  
Ohio Attorney General

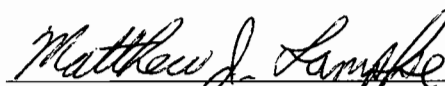


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Robert M. Hart (0014854)  
Jeffrey Loeser (0082144)  
Mindy Worly (0037395)  
Assistant Attorneys General  
Consumer Protection Section  
30 East Broad Street, 14<sup>th</sup> Floor  
Columbus, Ohio 43215  
614.466.7828 [telephone]  
614.466.8898 [facsimile]  
Robert.Hart@ohioattorneygeneral.gov

Counsel for Plaintiff,  
Ohio Attorney General

RICHARD CORDRAY  
Ohio Attorney General



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MATTHEW J. LAMPKE (0067973)  
Assistant Attorney General  
30 East Broad Street, 26<sup>th</sup> Floor  
Columbus, Ohio 43215-3400  
614.466.2980 [telephone]  
866.403.3979 [facsimile]  
Matthew.Lampke@ohioattorneygeneral.gov

Counsel for Plaintiff,  
Ohio Department of Commerce

**AGREEMENT FOR A STAY OF  
MORTGAGE LOAN FORECLOSURES**

This Agreement for a Stay of Mortgage Loan Foreclosures (the "Agreement") is entered into as of January <sup>29<sup>th</sup></sup> 2008 by and among Marc Dann, Attorney General of the State of Ohio and the Ohio Department of Commerce (collectively the "State") and Carrington Mortgage Services, LLC ("CMS" and with the State the "Parties" or each individually a "Party").

WHEREAS, on March 14, 2007 (the "Filing Date"), the State commenced litigation (the "Pending Action"), Case No. CV-07-618660, in the Court of Common Pleas Cuyahoga County, Ohio (the "Court") for Declaratory Judgment, Restitution, Injunctive Relief and Civil Penalties against New Century Financial Corporation, New Century Mortgage Corporation, Home 123 Corporation and all other affiliates of New Century Financial Corporation doing business in Ohio (collectively "New Century");

WHEREAS, on the Filing Date, the Court granted a Motion for Temporary Restraining Order filed by the State;

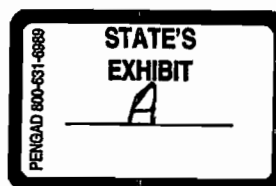
WHEREAS, on March 28, 2007, the Court entered a Stipulated Preliminary Injunction (the "Injunction") which places limits on New Century's ability to commence or continue foreclosure actions with respect to residential mortgage loans secured by property located in Ohio;

WHEREAS, CMS purchased the right to service certain mortgage loans from New Century;

WHEREAS, a dispute has arisen between the State and CMS as to whether or not the Injunction covers certain loans the servicing rights to which CMS purchased from New Century, including certain loans submitted to the State by New Century in connection with the Injunction's foreclosure review process, a dispute both the State and CMS wish to resolve with this Agreement;

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State Initials

NOW THEREFORE, in consideration of the following terms and conditions and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties covenant and agree as follows:

1. Attached hereto as Exhibit A is a complete list of Ohio mortgage loans the servicing rights to which were purchased by CMS from New Century that satisfy the following criteria: (i) are serviced by CMS; (ii) were in foreclosure or more than 60 days delinquent as of the Filing Date; (iii) are not business to business loans as defined by R.C. 1343.01(B)(6); (iv) are not guaranteed by FHA/VA; and, (v) have not already been released by the State from the terms of the Injunction. The loans on Exhibit A shall be referred to herein as the "CMS Loans."

2. The only loans subject to this Agreement are those loans listed on Exhibit A. No other loans currently serviced by CMS are subject to this Agreement, and no other loans serviced by CMS shall remain subject to the Injunction following the execution of this Agreement. The State hereby relinquishes its claim that any loans not listed on Exhibit A are subject to the Injunction, and the State will not object to New Century's transfer of the servicing of these loans to CMS, nor to CMS's transfer of the servicing of these loans to any other party if required to do so by contractual agreement. To the extent that any other loans are included on any list provided by New Century to the State in relation to the Pending Action, the State agrees to release such loans from the Injunction by filing an Entry to that effect with the Court in the Pending Action.

3. To the extent it has not already done so, the State shall forward to the borrowers on any of the CMS Loans (the "Borrowers") a copy of the survey that is attached hereto as Exhibit B (the "Survey"). Within 21 (twenty-one) days after the date of this Agreement (the "Qualified Loan Notice Date") the State shall provide CMS with written notice (the "Qualified Loan Notice"), of any CMS Loan for which the following conditions have been met: (i) the Borrower has returned the Survey to the State; (ii) the Borrower resided and currently resides or intends to reside in the mortgaged property and has indicated on the Survey a desire to remain in the mortgaged property;

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(iii) the Borrower does not have a pending bankruptcy action; and (iv) the State has contacted the Borrower and believes, in good faith, based upon the representations made by the Borrower as to the Borrower's current financial condition and intention, that the Borrower has the financial means and willingness to either (a) bring his/her loan current; or (b) enter into and fulfill his/her obligations under a reasonable loan workout, forbearance or restructuring agreement that would avoid a foreclosure.

4. A Qualified Loan Notice must: (i) identify the loan number; (ii) identify the name of the Borrower and the address of the mortgaged property; (iii) include a statement from the State that the conditions outlined in paragraph 3 above have been met with respect to the loan and Borrower identified in the notice; and, (iv) be received by CMS prior to the Qualified Loan Notice Date. For purposes of this Agreement, any CMS Loan for which CMS has received a Qualified Loan Notice from the State that satisfies the criteria listed in this paragraph shall be a "Qualified Loan" and the Borrower on any Qualified Loan a "Qualified Loan Borrower."

5. Neither CMS nor any party servicing a Qualified Loan at CMS's direction (collectively the "CMS Parties"), shall initiate a foreclosure action, continue to prosecute a pending foreclosure action, enforce a foreclosure sale notice or evict any Borrower on any CMS Loan prior to the Qualified Loan Notice Date. After the Qualified Loan Notice Date, these restrictions shall apply only to Qualified Loans and shall not apply to any CMS Loan that is not a Qualified Loan (a "Non-Qualified Loan"). The CMS Parties shall be free to take any and all legal action available to them with respect to any Non-Qualified Loan after the Qualified Loan Notice Date.

6. During the period from the Qualified Loan Notice Date to the first business day that is 60 (sixty) days after the Qualified Loan Notice Date (the "Workout Period"), CMS shall, or CMS shall direct the company servicing any Qualified Loan on its behalf to, negotiate in good faith with each Qualified Loan Borrower in an effort to bring his/her Qualified Loan current or

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otherwise avoid a foreclosure through a reasonable loan workout, forbearance restructuring agreement, or other resolution that is acceptable to both the Qualified Loan Borrower and CMS (a "Workout Agreement"). It is the specific objective of the Parties and this Agreement that, if a Qualified Borrower has the financial means to fulfill a Workout Agreement, a foreclosure and/or Qualified Borrower's loss of his house be avoided if reasonably possible; provided, however, that neither the Qualified Borrower nor the CMS Parties shall be obligated to enter into a Workout Agreement if good faith negotiations prove unsuccessful. Proposed terms for a Workout Agreement (the "Workout Agreement Terms") shall be provided in writing within twenty-one (21) days of the initiation of the Workout Period to any Qualified Borrower that the CMS Parties, in consultation with the State's representative, determine has the current financial ability to perform under a Workout Agreement. A copy of any offered Workout Agreement Terms shall be sent contemporaneously to the State's representative. The Workout Agreement Terms shall include, without limitation, one or more of the following: (i) a waiver of late fees; (ii) a waiver of servicing or foreclosure related fees, including attorney fees; (iii) extending due dates for valid arrearages; (iv) loan term modifications such as interest rate conversions or reductions; or (v) reductions in principle.

7. After the conclusion of the Workout Period, CMS shall provide the State with a written notice (the "Workout Notice") that identifies with respect to each Qualified Loan either: (i) that the loan has been brought current; (ii) that the Qualified Borrower and the CMS Parties have entered into a Workout Agreement and a copy such agreement; (iii) that the Qualified Borrower and the CMS Parties have not entered into a Workout Agreement and (a) the CMS Parties intend to continue negotiations with the Qualified Borrower or (b) the CMS Parties intend to foreclose.

8. With respect to any Qualified Loan, the CMS Parties shall not initiate a foreclosure action, continue to prosecute a pending foreclosure action, enforce a foreclosure sale



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notice or evict any Qualified Borrower until the fifth (5th) business day after the date that the State receives the Workout Notice (the "End Stay Date") and after sending written notice of said action to the Qualified Borrower, and any counsel that has entered an appearance on behalf of the Qualified Borrower, in any pending foreclosure action. On and after the End Stay Date, the CMS Parties shall be free to take any and all actions consistent with applicable law and any agreement between the CMS Parties and each Qualified Borrower with respect to each of the Qualified Loans.

9. Until it receives the Workout Notice, the State shall not commence any legal proceeding against the CMS Parties in which it seeks to enjoin the CMS Parties from taking any action with respect to the Qualified Loans; provided, however, that the State may commence an action against the CMS Parties prior to its receipt of the Workout Notice if the CMS Parties fail to comply with the terms of this Agreement.

10. CMS represents that it does not own any of the loans listed on Exhibit A; however, in the event CMS becomes the owner of any such loan CMS will not sell the Loan prior to the End Stay Date.

11. Any notice sent per the terms of this Agreement may be sent via email and shall be deemed to be received for purposes of this Agreement upon receipt of the email. Notices shall be sent as follows:

To the State:

Robert M. Hart, AAG  
Consumer Protection Section  
30 E. Broad Street, 14<sup>th</sup> Floor  
Columbus, Ohio 43215-3428  
614.466.7828 [phone]  
614.466.8898 [fax]  
rhart@ag.state.oh.us

To CMS:



CMS Initials



State Initials

Chuck Houston, VP & Asst. General Counsel  
Carrington Mortgage Services, LLC  
1610 East St. Andrew Place, Suite B  
Santa Ana, California 92705-4932  
949.517.5370 [phone]  
949.517.5160 [fax]  
chuck.houston@carringtonms.com

12. The Parties hereto represent and warrant to each other that: (i) the signatories to this Agreement are authorized to execute this Agreement; (ii) each has full power and authority to enter into this Agreement; and (iii) this Agreement is duly executed and delivered, and constitutes a valid, binding agreement in accordance with its terms.

13. This Agreement (i) contains the entire understanding of the Parties hereto with respect to the matters herein, (ii) supersedes all prior agreements of the Parties with respect to the subject matter of this Agreement, and (iii) shall not be amended except by a written instrument hereafter signed by all Parties hereto. No waiver of any provision of this Agreement shall be effective unless evidenced by a written instrument signed by the waiving Party. The Parties further acknowledge and agree that, in entering into this Agreement and the exhibits hereto, they have not in any way relied upon any oral or written agreements, statements, promises, information, arrangements, understandings, representations or warranties, express or implied, not specifically set forth in this Agreement or the exhibits hereto.

14. The Parties agree that the terms of this Agreement shall not be interpreted against any Party hereto due to the fact that said Party or its counsel may have drafted this Agreement.

15. This Agreement may be executed in counterparts and it is the intent of the parties that the copy signed by any Party will be fully enforceable against said Party.

16. This Agreement is to be governed by and interpreted and construed in accordance with the laws of the State of Ohio. The Parties agree that any legal action, suit or proceeding



CMS Initials



State Initials

arising out of this Agreement may be brought in the United States District Court located in the Northern District of Ohio or in the courts of the State of Ohio.

17. Any and all statements made herein are specifically limited to this Agreement, and nothing herein shall be deemed to be an admission of fault or liability by either Party.

BSL

CMS Initials

PMH

State Initials

IN WITNESS WHEREOF, each of the Attorney General for the State of Ohio, the Ohio Department of Commerce and CMS have signed this Agreement as of the date stated in the first sentence of this Agreement.

**Carrington Mortgage Services, LLC.**

\_\_\_\_\_  
By: Anderson  
Title: President

**ATTORNEY GENERAL FOR THE STATE OF OHIO**

\_\_\_\_\_  
By: Robert M. Hart  
Title: Assistant Attorney General

**OHIO DEPARTMENT OF COMMERCE**

\_\_\_\_\_  
By: Matt Lampke *per authority*  
Title: Asst Attorney General  
DFI Counsel

BSB  
CMS Initials

RMH  
State Initials

	Loan Number	Address	City	State	Zip
1	1001901721	P.O. Box 7	Garrettsville	OH	44231
2	0002238798	7149 State Route Unit 135	Lynchburg	OH	45142
3	1008358715	194 South Pardee Street	Wadsworth	OH	44281
4	1004572475	95 Hildegarden Street	Chillicothe	OH	45601
5	1001185461	14124 Strathmore Avenue	Cleveland	OH	44112
6	1000106352	Po Box 1331	Russells Point	OH	43348
7	0001938658	1606 Cordell Avenue	Columbus	OH	43211
8	1001790841	2657 Stamford Drive	Toledo	OH	43614
9	0001943956	2120 Bentwood Circle Apt 1d	Columbus	OH	43235
10	1005195013	5411 Amherst Drive	Cleveland	OH	44129
11	1001495910	384 Olentangy Forest Drive	Columbus	OH	43214
12	1000727789	1890 Gallo Drive	Powell	OH	43065
13	1000431562	1130 E 147th Street	Cleveland	OH	44110
14	1001969070	80 E Dawes Street 171 Space	Parres	CA	92571
15	0002082302	3583 Lane Gardens Court	Riverside	OH	45404
16	1002041123	4079 Monterey Drive	Medina	OH	44256
17	0001978879	9367 Tallmadge Road	Diamond	OH	44412
18	1001383229	105 Forest Hill Drive	Amherst	OH	44001
19	0001388166	4030 Andrews Avenue	Cincinnati	OH	45205
20	0001723017	301 S Michigan	Edon	OH	43518
21	1002475501	9709 Mt Auburn	Cleveland	OH	44104
22	1007918042	5536 Chreston Road	Newton Falls	OH	44444
23	0001586710	57 Mcintosh Court	Howard	OH	43028
24	0001783419	845 George Road	Bidwell	OH	45614
25	1000203504	80 State Rte 60 South	New London	OH	44851
26	1000509239	1325 Brighton NE	Warren	OH	44481
27	1001477084	1744 Rosemount Road	Portsmouth	OH	45662
28	0001164578	305 Pershing Street	Salem	OH	44460
29	1001670481	8358 Four Worlds Drive Apt. 44	Cincinnati	OH	45239
30	0001051051	177 Sylvester Street	Barberton	OH	44203
31	0001623248	7610 Groveport Road	Groveport	OH	43125
32	1002833857	419 Broad Avenue Nw Apt. 1	Canton	OH	44708
33	0001913631	5213 Dolloff	Cleveland	OH	44127
34	0002075490	1035 Kipling Drive	Toledo	OH	43612
35	1000144123	4006 Jewell Street	Middletown	OH	45042
36	1008494578	494 Westgate Boulevard	Austintown	OH	44515
37	1007140783	6326 South Canterbury Road	Parma	OH	44129
38	1001059883	3387 W 151st Street	Cleveland	OH	44111
39	1006711249	462 Schaum Avenue	Zanesville	OH	43701
40	1000132261	2177 Coventry Road	Columbus	OH	43221
41	1002060049	219 Gordon Street	Piqua	OH	45356
42	1001462303	321 Marshall Drive	Xenia	OH	45385
43	1003721850	3181 E 132nd Street	Cleveland	OH	44120
44	1001565880	25 Millett Avenue	Youngstown	OH	44509
45	1001872423	2849 Shelburn Avenue	Akron	OH	44312
46	0002116127	1655 Atson Lane	Cincinnati	OH	45205
47	1004592649	4215 Free Pike	Dayton	OH	45416
48	0001837300	2735 Hiawatha Street	Columbus	OH	43211
49	0001368174	1131 Mcmyler Street NW	Warren	OH	44485
50	1010276195	3544 Nordway Road	Cleveland Heights	OH	44118
51	0001883947	2797 Osage Avenue	Akron	OH	44312
52	1001020139	3335 Reid Avenue	Lorain	OH	44055
53	1001267907	26647 Main Street	Rockbridge	OH	43149
54	1007971064	24751 Price Road	Bedford	OH	44146
55	0001668291	206 East High Street	Fostoria	OH	44830
56	1007164365	419 Vaughn Street	Jackson	OH	45640
57	0001918865	580 Oneida Avenue	Akron	OH	44303
58	1006699557	786 Norwalk Court	Lawrenceville	GA	30043
59	0001651020	2613 Argonne Road	Portsmouth	OH	45662



	Loan Number	Address	City	State	Zip
60	1001476254	21451 North Street	Euclid	OH	44117
61	0000942551	3561 Cedarbrook Road	University Heights	OH	44118
62	1000255565	7101 Wagon Wheel Trail	Hillsboro	OH	45133
63	1001643369	172 Shelby Avenue	Akron	OH	44130
64	1002344859	2010 Queensbridge Drive	Columbus	OH	43235
65	1001791476	988 Brunswick	Cleveland Heights	OH	44112
66	1002088920	8841 Mitchell Dewitt Road	Plain City	OH	43064
67	1002737532	716 N Detroit Street	Kenton	OH	43326
68	0000999799	871 Manor Circle	Howard	OH	43028
69	1006835776	838 E Summit Street	Alliance	OH	44501
70	1002129789	11703 Oakview Avenue	Cleveland	OH	44108
71	0001834707	25 Carlin Drive	Logan	OH	43138
72	1000867592	508 East 140th Street	Bratenahl	OH	44110
73	1002446204	3803 Homewood Avenue	Toledo	OH	43612
74	0001933007	560 East Avenue	Tallmadge	OH	44278
75	0002017640	1195 Aberdeen Avenue	Columbus	OH	43211
76	1007753335	3131 Windsor Place SW	Canton	OH	44710
77	1002066212	3212 Meadowwood Street	Massillon	OH	44646
78	1001468986	34974 Us Rt 50	Londonderry	OH	45647
79	1008250233	1683 Hower Avenue	East Cleveland	OH	44112
80	1008582955	401 Wood Street	Pataskala	OH	43062
81	1006059427	3251 Cross Keys Road	Columbus	OH	43232
82	1002025043	618 Arlington Avenue	Mansfield	OH	44903
83	1000377586	2840 E 99th Street	Cleveland	OH	44104
84	1000345120	1284 U.S. 50	Milford	OH	45150
85	1002009944	997 Snowfall Spur	Akron	OH	44313
86	0001333827	5729 West Fork Road	Cincinnati	OH	45247
87	0001516814	24155 Yearsley Road	Marysville	OH	43040
88	1000754277	12158 Seaford Drive	Cincinnati	OH	45231
89	0002010375	945 Smiley Avenue	Cincinnati	OH	45240
90	1001997879	12002 Saywell Avenue #Up	Cleveland	OH	44108
91	1008234136	114 Ridgewood Avenue	Huron	OH	44839
92	1000688722	527 Woodlawn Avenue	Cincinnati	OH	45205
93	1000675969	115 Sheridan Avenue	Niles	OH	44446
94	0002129093	1 Hillpoint Street	Trotwood	OH	45426
95	0001816624	1987 Oxford Street	Twinsburg	OH	44087
96	0001747418	914 Waverly Road	Eastlake	OH	44095
97	1001242685	1614 Garfield Avenue SW	Canton	OH	44706
98	0001393421	112 N Florence Street	Springfield	OH	45505
99	0001688914	2020 Warwick Avenue	Youngstown	OH	44505
100	1001193176	13720 Rockside Road	Garfield Heights	OH	44125
101	0001840248	P.O. Box 307552	Columbus	OH	43230
102	0001784728	10 Jennings Court	Shelby	OH	44875
103	0001757049	412 Charles Street	Middletown	OH	45042
104	1002081623	4423 Dawnshire Drive	Parma	OH	44134
105	0001554491	1420 Fox Den Trail	Canfield	OH	44406
106	1001529331	10229 Dale Avenue	Cleveland	OH	44111
107	1001413241	932 Storer Avenue Apt 34	Akron	OH	44320
108	1001449043	3694 Lindholm Road	Cleveland	OH	44120
109	1001986444	210 Roslyn Avenue NW	Canton	OH	44708
110	1003650141	3385 Lakeview Trails	Columbus	OH	43232
111	1000980558	15824 Richard Drive	Brook Park	OH	44142
112	1008199184	5297 Clinton Avenue	Lorain	OH	44055
113	0001796155	1538 N Cove Boulevard	Toledo	OH	43606
114	0001656874	263 Sobul Avenue	Akron	OH	44305
115	1007540501	13 Greer Street	Mount Vernon	OH	43050
116	0002226040	272 Shields Road	Youngstown	OH	44512
117	1001293120	6895 Tobik Trail	Parma Heights	OH	44130
118	1002005715	3859 Sandy Lake Road	Ravenna	OH	44266