



Office of Finance and Budget, Washington, DC

Controls Over FHA Home Affordable Modification Program Partial Claim Payments



To: George Rabil, Deputy Assistant Secretary for Finance and Budget, HW
//SIGNED//

From: Tanya E. Schulze, Regional Inspector General for Audit, 9DGA

Subject: HUD's Claim Payment System Did Not Always Identify Ineligible FHA-HAMP Partial Claims

Attached is the U.S. Department of Housing and Urban Development (HUD), Office of Inspector General's (OIG) final results of our review of HUD's controls over the claim payment system for the Home Affordable Modification Program partial claim option.

HUD Handbook 2000.06, REV-4, sets specific timeframes for management decisions on recommended corrective actions. For each recommendation without a management decision, please respond and provide status reports in accordance with the HUD Handbook. Please furnish us copies of any correspondence or directives issued because of the audit.

The Inspector General Act, Title 5 United States Code, section 8M, requires that OIG post its publicly available reports on the OIG Web site. Accordingly, this report will be posted at <http://www.hudoig.gov>.

If you have any questions or comments about this report, please do not hesitate to call me at 213-534-2471.



Audit Report Number: 2015-LA-0001

Date: April 20, 2015

HUD's Claim Payment System Did Not Always Identify Ineligible FHA-HAMP Partial Claims

Highlights

What We Audited and Why

We audited the U.S. Department of Housing and Urban Development (HUD), Federal Housing Administration's (FHA) Home Affordable Modification Program (HAMP) partial claim option. We audited the FHA-HAMP partial claim option because we had not reviewed the program since 2011 and the requirements had changed. Our audit objective was to determine whether HUD had adequate controls over FHA-HAMP partial claim payments.

What We Found

HUD's claim payment controls for the FHA-HAMP partial claim option were not adequate. Specifically, HUD's claim system allowed payment of (1) more than one claim with a modification or FHA-HAMP option in a 24-month period, (2) duplicate claims, (3) partial claims in excess of 30 percent of the unpaid principal balance at initial default, and (4) non-HAMP partial claims after HUD discontinued this claim type. These conditions occurred because HUD did not design and implement sufficient claim payment controls to detect and prevent processed claims that did not meet HUD requirements. As a result, HUD paid more than \$22 million in unsupported claims and \$103,925 in ineligible claims that did not meet HUD requirements.

What We Recommend

We recommend that the Deputy Assistant Secretary for Finance and Budget (1) develop and implement controls to detect and prevent payment of claims that violate HUD requirements, (2) provide support of eligibility or require repayment for more than \$22 million in claims that did not meet HUD requirements, and (3) require repayment of \$103,925 for ineligible claims.

Table of Contents

Background and Objective.....	3
Results of Audit	4
Finding 1: HUD’s Claim Payment System Did Not Always Identify Ineligible FHA-HAMP Partial Claims.....	4
Scope and Methodology.....	7
Internal Controls.....	9
Appendixes.....	10
A. Schedule of Questioned Costs	10
B. Auditee Comments and OIG’s Evaluation.....	11
C. Criteria.....	15
D. Details of Claims With a Modification or FHA-HAMP Option Within 24 Months	18
E. Potential Duplicate Claims Identified	26
F. Partial Claims Paid Above 30 Percent of the Initial Unpaid Balance.....	27

Background and Objective

In 1934, Congress created the Federal Housing Administration (FHA), which provides mortgage insurance on loans made by FHA-approved lenders throughout the United States and its territories. Under the program, lenders bear less risk because FHA will pay a claim to the lender in the event of a homeowner's default; however, loans must meet certain requirements established by FHA to qualify for insurance.

FHA loss mitigation delegates to lenders both the authority and the responsibility to use certain actions and strategies to assist borrowers in default or imminent default to retain their homes and reduce losses to the insurance fund that result from mortgage foreclosures. Lenders may use any of several loss mitigation options that lead to home retention. After evaluating a delinquent borrower for informal and formal forbearance plans, servicers must consider FHA's loss mitigation options in the following order: (1) special forbearances; (2) loan modifications; and (3) FHA's Home Affordable Modification Program (HAMP).

The U.S. Department of Housing and Urban Development (HUD) created the FHA-HAMP loss mitigation home retention option in response to the Helping Families Save Their Home Act of 2009. FHA-HAMP typically involves the combination of a loan modification and a partial claim. However, with the issuance of Mortgage Letter 2012-22 on November 16, 2012, FHA-HAMP may now involve the use of one or both of those loss mitigation options.

From July 1, 2012 to January 24, 2015, HUD paid more than \$6.5 billion for 261,637 FHA-HAMP partial notes and more than \$107.5 million in incentive fees associated with the claims.

Our objective was to determine whether HUD had adequate controls over FHA-HAMP partial claim payments.

Results of Audit

Finding 1: HUD's Claim Payment System Did Not Always Identify Ineligible FHA-HAMP Partial Claims

HUD's claim payment system did not always identify ineligible FHA-HAMP partial claims. Specifically, the system allowed payment of (1) more than one claim with a previous modification or FHA-HAMP option in a 24-month period, (2) duplicate claims, (3) partial claims in excess of 30 percent of the unpaid balance at the time of default, and (4) non-HAMP partial claims after HUD discontinued this claim type. The deficiencies occurred because HUD did not design and implement sufficient claim payment system controls. As a result, HUD could not support that approximately \$22.5 million in claims paid was eligible and could not ensure the eligibility of future claims submitted.

HUD Paid More Than One Claim With a Modification or FHA-HAMP option Within a 24-Month Period

HUD's Mortgagee Letter 2012-22 states that to qualify for an FHA-HAMP option, the borrower must not have received a stand-alone modification or FHA-HAMP option in the previous 24 months (See appendix C for criteria). HUD had an edit code in its system intended to catch instances in which a servicer submitted a claim that did not meet this criterion. However, we reviewed HUD system data for claims paid between November 16, 2012, and January 17, 2015, and identified 705 FHA-HAMP partial claims for amounts totaling approximately \$22.2 million that had a stand-alone modification or FHA-HAMP option within the prior 24 months (See appendix D).¹ HUD did not adequately design its edit codes to identify FHA-HAMP options that violated this requirement.

HUD Paid Duplicate Claims

HUD's claim payment system was set up to stop payment if a servicer submits a claim for the same case number with matching partial note agreement dates. We identified 21 partial claims with different agreement dates that appeared to be duplicate payments because the partial note amounts matched (See appendix E).

HUD reviewed documentation for the 21 potential duplicate claims identified and determined that 16 of the claims were duplicate payments. The remaining five claims were not duplicates,

¹ Because HUD did not maintain sufficient data to determine which loan modifications were tied to a concurrent partial claim and which were distinct loss mitigation actions, our audit testing was restricted. For each of the 705 apparent violations identified, the claims appeared to be distinct loss mitigation actions because the agreement and payment dates were more than 90 days apart and the unpaid balance reported for each claim was different. As a result, we could not determine eligibility based on the data alone, and HUD would need to review the supporting documentation.

four had the same dollar amount because the servicer accidentally reported an incorrect amount for the second claim, and one was a distinct claim for the same dollar amount. HUD held the servicer responsible for the difference. HUD received payment for 10 of the duplicate payments, but it was unclear whether it requested repayment or the servicer initiated the repayment. As a result of our review, HUD sent billing letters to servicers for the six other duplicate payments in the amount of \$103,925. After we brought the issue to HUD's attention, HUD updated its system so it would not automatically pay the servicer when the partial claim amounts matched and that the system would flag these cases for further review.

HUD Paid Claims in Excess of 30 Percent of the Unpaid Principal Balance

HUD had an edit code in its system intended to identify instances in which the cumulative partial claim exceeds 30 percent of the unpaid balance. According to HUD, there was some confusion concerning which unpaid balance to use. HUD Mortgagee Letter 2012-22 stated that the maximum value of all partial claims for a given loan could not exceed 30 percent of the outstanding unpaid principal balance *as of the date of default*. However, HUD updated the language in Mortgagee Letter 2013-32 to state that the partial claims were limited to 30 percent of the unpaid principal balance at time of *initial* default. (See appendix C for criteria)

We tested the data for claims paid after December 1, 2013, the effective date of the updated language, and identified 56 claims with \$260,454 paid in excess of the 30 percent of the reported unpaid balance at time of initial default (See appendix F). On November 17, 2014, HUD updated its system to follow the updated language in Mortgagee Letter 2013-32. None of the 56 cases occurred after the system update. In addition, the servicer is responsible for reporting the unpaid balance. We noted instances in which the unpaid balances reported appeared to be inaccurate; therefore, we could not determine that the full \$260,454 was ineligible without reviewing supporting documentation.

HUD Processed Non-HAMP Partial Claims

HUD Mortgagee Letter 2012-22 streamlined the loss mitigation home retention option priority order by replacing the four-tier structure with a three-tier structure, which consists of a special forbearance, a loan modification, and the FHA-HAMP option. The FHA-HAMP option consists of a stand-alone partial claim, a stand-alone modification, or a combination of a loan modification and partial claim. All FHA-HAMP options require that the servicer report the claim as an FHA-HAMP claim in order for HUD's edit codes to test against FHA-HAMP requirements (See appendix C for criteria). HUD identified that some servicers were confused and continued to submit non-HAMP partial claims. As a response to this issue, HUD stated that it had updated its system on June 27, 2014 so servicers were no longer able to submit non-HAMP partial claims; however, we identified FHA case numbers 048-6297039 and 341-0985374 with partial claims totaling \$27,603 prepared after that date and without an FHA-HAMP indicator. Because these claims did not have an FHA-HAMP indicator, we could not determine if the system edit codes tested the partial claim against FHA-HAMP criteria. HUD identified the cause of the two claims processed that did not have HAMP indicators and is in the process of updating its system to avoid this issue in the future.

Conclusion

HUD's claim payment system did not always identify ineligible FHA-HAMP partial claims. HUD spent approximately \$22.5 million on potentially ineligible claims and \$103,925 on ineligible claims. This condition occurred because HUD did not design and implement sufficient claim payment system controls. If HUD does not strengthen its controls, the claim system will continue to pay potentially ineligible claims.

Recommendations

We recommend that the Deputy Assistant Secretary for Finance and Budget

- 1A. Develop and implement controls to detect and prevent payment of claims with a modification or FHA-HAMP option submitted within a 24-month period.
- 1B. Provide support of eligibility or require repayment of \$22.2 million for the 705 identified FHA-HAMP partial claims with a reported loan modification within the prior 24 months.
- 1C. Develop and implement controls to detect and prevent payment of duplicate claims.
- 1D. Require repayment of the six ineligible duplicate claims billed to servicers in the amount of \$103,925.
- 1E. Provide support of eligibility or require repayment of \$260,454 for the portion of the 56 partial claims in excess of 30 percent of the unpaid balance at initial default.
- 1F. Provide support or require repayment of \$27,603 for the two non-HAMP partial claims processed after HUD updated its system to no longer allow non-HAMP partial claims.
- 1G. Develop and implement controls to detect and prevent the processing of non-HAMP partial claims.

Scope and Methodology

We conducted the audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objective(s). We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objective.

Our audit period covered July 1, 2012, to January 24, 2015, but was expanded when necessary. We conducted our fieldwork at our offices in Las Vegas, NV, Phoenix, AZ, and San Francisco, CA, between July 2014 and February 2015.

To accomplish our objective, we

- Reviewed HUD requirements for HUD's loss mitigation home retention options,
- Interviewed appropriate HUD personnel,
- Analyzed HUD's Single Family Housing Enterprise Data Warehouse's loss mitigation table as discussed in detail below, and
- Reviewed documentation for the 21 claims that appeared to be duplicate payments.

The Single Family Housing Enterprise Data Warehouse system is a large, extensive collection of database tables organized to support the analysis, verification, and publication of single-family housing data. The warehouse consists of datamarts developed to support specific business units and communities within the HUD family. Each datamart comprises one or more database tables structured to provide HUD users easy and efficient access to single-family housing case-level data on properties and associated loans, insurance, claims, defaults, and demographics. Through an analysis of HUD data in the loss mitigation table, using ACL software, we filtered the records to test the following:

- (1) Claims that had a previous modification or FHA-HAMP option in the prior 24 months for claims paid between November 16, 2012, and January 17, 2015². The effective date of the 24-month requirement was November 16, 2012.
- (2) Claims that appeared to be duplicate payments because the partial note amounts were equal for claims processed between July 1, 2012, and June 30, 2014³.

² We Identified 705 claims that met this criterion.

- (3) Claims with a partial note amount above 30 percent of the unpaid balance at the time of default for claims with default dates between December 1, 2013, and January 24, 2015⁴. The effective date on the partial claim limit of 30 percent of the unpaid balance at initial default was December 1, 2013.
- (4) Partial claims without an FHA-HAMP indicator submitted by servicers after HUD removed the non-HAMP partial claim option from its loss mitigation home retention program with default dates between March 15, 2013, and January 24, 2015⁵. The effective date of this policy was March 15, 2013.

³ We identified 21 claims that met this criterion.

⁴ We identified 56 claims that met this criterion.

⁵ We identified 648 claims that met this criterion.

Internal Controls

Internal control is a process adopted by those charged with governance and management, designed to provide reasonable assurance about the achievement of the organization's mission, goals, and objectives with regard to

- Effectiveness and efficiency of operations,
- Reliability of financial reporting, and
- Compliance with applicable laws and regulations.

Internal controls comprise the plans, policies, methods, and procedures used to meet the organization's mission, goals, and objectives. Internal controls include the processes and procedures for planning, organizing, directing, and controlling program operations as well as the systems for measuring, reporting, and monitoring program performance.

Relevant Internal Controls

We determined that the following internal controls were relevant to our audit objective:

- The effectiveness of system controls intended to stop payment of claims that do not meet HUD requirements (finding 1).

We assessed the relevant controls identified above.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, the reasonable opportunity to prevent, detect, or correct (1) impairments to effectiveness or efficiency of operations, (2) misstatements in financial or performance information, or (3) violations of laws and regulations on a timely basis.

Significant Deficiency

Based on our review, we believe that the following item is a significant deficiency:

- HUD's claim payment system did not have adequate controls to always identify ineligible FHA-HAMP partial claims (finding 1).

Appendixes

Appendix A

Schedule of Questioned Costs

Recommendation number	Ineligible 1/	Unsupported 2/
1B		\$22,219,470
1D	\$103,925	
1E		\$260,454
1F		\$27,603
Totals	\$103,925	\$22,507,527


- 1/ Ineligible costs are costs charged to a HUD-financed or HUD-insured program or activity that the auditor believes are not allowable by law; contract; or Federal, State, or local policies or regulations. In this case, HUD paid servicers for six duplicate partial claims.
- 2/ Unsupported costs are those costs charged to a HUD-financed or HUD-insured program or activity when we cannot determine eligibility at the time of the audit. Unsupported costs require a decision by HUD program officials. This decision, in addition to obtaining supporting documentation, might involve a legal interpretation or clarification of departmental policies and procedures. In this case, unsupported costs include (1) the amount paid for 705 claims submitted that appeared to have had more than one modification or FHA-HAMP option in HUD's claim system within 24 months, (2) the portion of 56 claims paid that appeared to have been in excess of 30 percent of the unpaid balance at the time of default based on data submitted by servicers before HUD updated its controls, and (3) the two non-HAMP partial claims that HUD processed after it updated its system. HUD would need to review documentation to determine whether the data submitted by servicers were accurate to verify the eligibility of the claims identified.

Appendix B

Auditee Comments and OIG's Evaluation


Ref to OIG Evaluation

Auditee Comments

 U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-8000
OFFICE OF HOUSING

APR - 6 2015

MEMORANDUM FOR: Tanya E. Schulze, Regional Inspector General for Audit,
Region IX, 9DGA

FROM: 
George J. Rabil, Jr., Deputy Assistant Secretary
for Finance and Budget, HW

SUBJECT: Discussion Draft Report
Controls Over Home Affordable Modification Program Partial Claim
Payments
Review Audit Report Number: 2015-LA-000X

Thank you for providing the Office of Finance and Budget the opportunity to comment on the Office of Inspector General's (OIG) draft audit report entitled Controls Over Home Affordable Modification Program Partial Claim Payments (2015-LA-000X). Please find our comments below:

Recommendation 1A:

Develop and implement controls to detect and prevent payment of claims with a modification or FHA-HAMP option submitted within a 24-month period.

Response:

We agree with the recommendation. The Office of Finance and Budget implemented system enhancements to prevent the payment of claims with a modification or FHA-HAMP option submitted within a 24-month period on September 16, 2013.

Recommendation 1B:

Provide support of eligibility or require repayment of \$22.2 million for the 705 identified FHA-HAMP partial claims with a reported loan modification within the prior 24 months.

Response:

The Office of Finance and Budget agrees with the recommendation. The National Servicing Center is currently reviewing the 705 cases to determine eligibility and will provide the Office of Finance and Budget with the review results. The Office of Finance and Budget will discuss the review results with the Office of General Counsel.

www.hud.gov espanol.hud.gov

Comment 1

Comment 2

Comment 3

Recommendation 1C:

Develop and implement controls to detect and prevent payment of duplicate claims.

Response:

The Office of Finance and Budget agrees with this recommendation and is implementing A43C system enhancements to detect and prevent the payment of duplicate claims.

Comment 4

Recommendation 1D:

Require repayment of the six ineligible duplicate claims billed to servicers in the amount of \$103,925.

Response:

The Office of Finance and Budget agrees with this recommendation and has billed the lenders for the total amount owed for the six cases.

Comment 5

Recommendation 1E:

Provide support of eligibility or require repayment of \$260,454 for the portion of the 56 partial claims in excess of 30 percent of the unpaid balance at initial default.

Response:

The Office of Finance and Budget agrees with the recommendation and is currently reviewing the 56 cases to determine eligibility. The review result will be provided to your office when they become available.

Comment 6

Recommendation 1F:

Provide support or require repayment of \$27,603 for the two non-HAMP partial claims processed after HUD updated its system to no longer allow non-HAMP partial claims.

Response:

The Office of Finance and Budget agrees with this recommendation and has billed the lenders for the total amount owed for the two cases on March 31, 2015.

Recommendation 1G:

Develop and implement controls to detect and prevent the processing of non-HAMP partial claims.

Comment 7

Response:

The Office of Finance and Budget agrees with this recommendation and is implementing system enhancements to prevent the payment of non-HAMP partial claims.

We look forward to working with you and your team throughout the audit process.

OIG Evaluation of Auditee Comments

- Comment 1 We reviewed documentation provided by HUD to determine if the system enhancements have been updated to identify two claims processed within 24 months. However, 704 of the 705 claims identified in the report with a prior claim within 24 months were paid by HUD after September 16, 2013.
- Comment 2 We commend the Office of Finance and Budget for taking such timely actions to address the recommendations and we look forward to working with them on resolving this recommendation.\
- Comment 3 We reviewed documentation provided by HUD and determined that this recommendation was implemented on April 10, 2015. We will close this recommendation concurrent with issuance of the audit report.
- Comment 4 We agree that HUD has billed the servicer for the six claims identified. We will close out this recommendation when the servicer pays HUD for these claims.
- Comment 5 We commend the Office of Finance and Budget for taking such timely actions to address the recommendations and we look forward to working with them on resolving this recommendation.
- Comment 6 HUD provided additional supporting documentation, which shows case number 341-0985374 and 048-6297039 were HAMP claims. We will close this recommendation concurrent with issuance of the audit report.
- Comment 7 We commend the Office of Finance and Budget for taking such timely actions to address the recommendations and we look forward to working with them on resolving this recommendation.

Appendix C

Criteria

Office of Management and Budget Circular A-123, Section I, Introduction

Management has a fundamental responsibility to develop and maintain effective internal control. The proper stewardship of Federal resources is an essential responsibility of agency managers and staff. Federal employees must ensure that Federal programs operate and Federal resources are used efficiently and effectively to achieve desired objectives. Programs must operate and resources must be used consistent with agency missions, in compliance with laws and regulations, and with minimal potential for waste, fraud, and mismanagement.

Management is responsible for developing and maintaining effective internal control. Effective internal control provides assurance that significant weaknesses in the design or operation of internal control, that could adversely affect the agency's ability to meet its objectives, would be prevented or detected in a timely manner.

Mortgagee Letter 2012-22

Changes to FHA's Existing Loss Mitigation Home Retention Option:

- Streamlining FHA's Loss Mitigation Home Retention Option priority order by replacing its current 4-tier incentive structure with a 3-tier incentive structure, consisting of Special Forbearances, Loan Modifications, and FHA-HAMP.
- Permitting mortgagors to receive a Loan Modification or FHA-HAMP only once in a 24-month period;
- Expanding FHA-HAMP so that it now consists of a stand-alone Modification, stand-alone Partial Claim, or a combination of a Loan Modification and Partial Claim;

Updated Loss Mitigation and Priority Order Requirement:

After evaluating a delinquent mortgagor for Informal and Formal Forbearance Plans, FHA's Loss Mitigation options must be considered in the following order: (1) Special Forbearances; (2) Loan Modifications; and (3) FHA-HAMP.

In order to qualify for FHA-HAMP, a defaulted mortgagor or a mortgagor facing imminent default must meet all of the following criteria: The mortgagor has not previously received a stand-alone Loan Modification or a FHA-HAMP in the previous 24 months.

Updated FHA-HAMP Partial Claim Amount Calculation:

The maximum value of all outstanding Partial Claims for a given loan cannot exceed 30 percent of the outstanding Unpaid Principal Balance as of the date of the default.

Mortgagee Letter 2013-03

Purpose:

The purpose of this Mortgagee Letter is to: (1) notify mortgagees that the implementation date for Mortgagee Letter 2012-22 has been extended to March 15, 2013; and (2) clarify questions HUD received from the industry regarding the proper implementation of Mortgagee Letter 2012-22.

Mortgagee Letter (ML) 2012-22 Revisions to FHA's Loss Mitigation Home Retention Options Frequently Asked Questions (FAQs):

ML 2012-22 permits mortgagors to receive a loan modification or FHA-HAMP once within a 24 month period. When does the 24 month period begin?

The 24 month period, referenced in ML2012-22, starts on the latter of the ML's issuance date (November 16, 2012) or the last date of a mortgagor's executed loan modification or FHA-HAMP. For example, if a mortgagor received an FHA-HAMP modification on March 18, 2012 and is currently in default, the mortgagee would have to reassess the mortgagor under the new waterfall prior to proceeding with a foreclosure sale that is scheduled after December 15, 2012.

Mortgagee Letter 2013-19

Reconciliation of Partial Claim Proceeds to Promissory Note Amounts:

Mortgagees are responsible for ensuring the accuracy of the promissory note and partial claim mortgage prior to filing claims. There should be no discrepancies because mortgagees file the claims after the execution of these documents. Mortgagees are also responsible for reconciling the partial claim proceeds received from HUD with the promissory note amount.

In the event the mortgagee miscalculated the partial claim amount, resulting in an overpayment to the mortgagee, the overpaid amount must be remitted immediately to HUD's loan servicing contractor as a payment to reduce the balance of the borrower's debt to HUD. In the event the mortgagee claimed less than the actual note amount, the mortgagee will absorb the cost of the miscalculation. No corrective partial claims will be accepted.

Mortgagee Letter 2013-32

Purpose:

This Mortgagee Letter supersedes Mortgagee Letter 2012-22, Revisions to FHA's Loss Mitigation Options, published on November 16, 2012.

Effective Date:

Mortgagees must implement the policies set forth in this Mortgagee Letter no later than December 1, 2013.

Capitalization of Arrearages for Modifications and Partial Claims

Arrearages and related foreclosure costs included in Partial Claims are subject to the statutory limit of 30 percent of UPB [unpaid balance] at the time of *initial* default.

Appendix D

Details of Claims With a Modification or FHA-HAMP Option Within 24 Months

The table below identifies claims that had a previous modification or FHA-HAMP in the prior 24 months for claims paid between November 16, 2012, and January 17, 2015. The days between agreement dates shows the time between the first modification or FHA-HAMP option and the second FHA-HAMP partial claim.

	Case number	Days between agreement dates	Amount paid		Case number	Days between agreement dates	Amount paid
1	011-4251485	508	\$6,078.37	36	043-7657596	550	\$62,362.03
2	011-4314947	526	\$3,247.99	37	043-7764534	558	\$71,959.48
3	011-5496631	613	\$12,735.51	38	043-7807005	457	\$10,490.43
4	011-5601329	175	\$8,288.30	39	043-7836211	540	\$4,240.50
5	011-5626002	306	\$9,465.60	40	043-7977608	268	\$27,090.11
6	011-5825067	535	\$6,543.39	41	043-8047679	102	\$11,773.80
7	011-6063376	392	\$2,203.45	42	043-8097459	483	\$7,688.08
8	011-6166741	398	\$12,248.30	43	043-8284174	476	\$67,403.08
9	011-6281704	352	\$2,431.68	44	043-8473739	498	\$44,543.04
10	022-2005777	697	\$34,952.83	45	044-4431153	250	\$65,287.69
11	022-2196943	392	\$9,194.56	46	045-6452920	677	\$4,598.35
12	023-2611718	430	\$73,563.68	47	045-6517550	581	\$55,390.28
13	023-2653566	308	\$11,118.50	48	045-6598951	442	\$34,180.88
14	023-2699495	425	\$4,635.65	49	045-6756641	583	\$55,659.12
15	023-2739526	601	\$18,396.07	50	045-6816252	448	\$18,591.93
16	023-2780982	281	\$8,117.62	51	045-6923799	529	\$7,397.03
17	023-2990158	429	\$50,172.19	52	045-6927329	456	\$6,838.59
18	023-3136655	458	\$10,831.36	53	045-6984700	110	\$35,617.66
19	023-3743986	606	\$60,848.17	54	045-6999944	336	\$21,131.63
20	023-3838515	118	\$8,081.90	55	045-7036453	463	\$62,579.46
21	023-4279918	140	\$3,902.27	56	045-7081596	609	\$54,760.73
22	023-4330268	576	\$5,874.90	57	048-4604639	247	\$99,703.37
23	031-2835380	452	\$2,921.00	58	048-4758825	327	\$8,336.19
24	031-3520997	339	\$3,345.29	59	048-4809621	594	\$51,448.28
25	042-8076486	526	\$7,492.02	60	048-4826353	590	\$20,748.46
26	042-8165218	378	\$127,764.80	61	048-4934843	337	\$60,987.83
27	042-8358886	368	\$92,711.18	62	048-5005124	107	\$4,719.74
28	042-8361016	443	\$19,311.56	63	048-5032863	153	\$4,037.87
29	042-8438672	182	\$89,715.71	64	048-5299549	652	\$121,017.60
30	042-8445746	400	\$127,658.60	65	048-5344067	146	\$14,911.80
31	042-8531255	523	\$14,024.54	66	048-5591604	609	\$81,359.94
32	042-8695318	531	\$92,751.93	67	048-5721266	627	\$4,978.84
33	042-8812604	347	\$127,090.65	68	048-6206379	446	\$95,407.91
34	043-7579368	556	\$37,344.81	69	048-6698198	159	\$46,613.27
35	043-7605938	613	\$21,623.82	70	052-2931260	637	\$15,238.25

	Case number	Days between agreement dates	Amount paid
71	052-2972032	654	\$42,422.71
72	052-4228540	115	\$18,819.55
73	052-4238452	692	\$7,867.91
74	052-4912822	673	\$40,923.00
75	052-5183282	595	\$63,356.07
76	052-5253949	327	\$44,085.27
77	052-5356047	135	\$10,566.77
78	052-5356295	507	\$12,856.68
79	052-5486246	518	\$52,344.20
80	052-5725828	588	\$62,244.09
81	052-6021826	502	\$22,086.36
82	061-2909280	240	\$20,819.67
83	061-2922792	624	\$63,393.30
84	061-3062255	156	\$21,192.38
85	061-3152469	628	\$20,110.23
86	061-3154975	583	\$54,793.34
87	061-3192212	418	\$10,336.39
88	061-3201678	481	\$30,060.03
89	061-3214505	419	\$8,419.04
90	061-3246555	420	\$14,911.13
91	061-3354364	446	\$46,234.38
92	061-3454876	430	\$16,289.14
93	061-3462872	543	\$49,527.11
94	061-3545478	579	\$37,842.67
95	061-3556181	134	\$57,112.65
96	061-3581593	511	\$36,202.77
97	061-3590816	102	\$83,175.55
98	061-3849052	300	\$95,943.30
99	071-1007374	416	\$57,780.64
100	071-1067860	603	\$12,617.19
101	071-1085178	431	\$48,715.54
102	071-1186536	478	\$39,853.32
103	071-1204515	481	\$6,894.72
104	071-1254166	655	\$64,575.49
105	071-1345629	665	\$9,289.56
106	081-0862011	620	\$91,429.07
107	081-0892121	440	\$67,419.18
108	091-3555584	128	\$9,858.47
109	091-3885362	702	\$7,078.90
110	091-4108716	494	\$3,588.99
111	091-4455465	399	\$31,591.85
112	091-4476328	471	\$42,694.10
113	091-4554323	270	\$19,636.95
114	091-4830076	102	\$9,746.48
115	091-4964750	599	\$7,269.83
116	091-5062315	504	\$38,420.60
117	091-5122238	397	\$3,508.58

	Case number	Days between agreement dates	Amount paid
118	092-7270077	471	\$17,262.61
119	093-6298127	332	\$51,477.55
120	093-6720690	376	\$5,322.92
121	093-7093833	528	\$13,315.99
122	094-5476597	529	\$80,761.69
123	094-5495214	700	\$48,787.53
124	094-5535331	500	\$7,389.57
125	094-5682650	614	\$69,189.23
126	094-5729662	550	\$16,771.28
127	094-5755498	568	\$21,865.56
128	094-5771954	105	\$29,241.57
129	094-6041815	525	\$20,342.70
130	094-6110440	101	\$20,973.90
131	095-0511013	421	\$71,578.82
132	095-0531184	634	\$9,095.57
133	095-0663402	623	\$55,689.59
134	095-0692076	281	\$75,865.79
135	095-0739485	454	\$4,213.62
136	095-0920603	164	\$97,115.78
137	095-0937151	407	\$5,528.79
138	095-1051559	598	\$61,957.02
139	095-1296563	695	\$18,624.33
140	095-1406060	493	\$7,435.39
141	095-1657773	493	\$29,754.62
142	095-1903714	95	\$8,394.38
143	095-1942214	634	\$97,619.09
144	101-7832324	470	\$11,938.15
145	101-7996293	409	\$21,538.34
146	101-8329038	163	\$5,440.35
147	101-8806206	688	\$9,820.77
148	101-9580336	697	\$31,419.17
149	105-0040400	153	\$11,356.84
150	105-0191461	578	\$24,647.19
151	105-0526773	392	\$33,293.53
152	105-0684634	563	\$28,577.65
153	105-0891191	522	\$17,013.35
154	105-1156453	563	\$5,904.33
155	105-1322487	454	\$3,818.92
156	105-1429775	554	\$12,694.23
157	105-1541290	644	\$6,726.96
158	105-1727442	460	\$31,786.42
159	105-1797193	400	\$15,729.90
160	105-1883871	497	\$39,099.71
161	105-2029811	429	\$4,316.83
162	105-2497164	511	\$22,392.96
163	105-2673731	593	\$20,998.03
164	105-2713926	495	\$5,591.94

	Case number	Days between agreement dates	Amount paid
165	105-2774721	345	\$58,169.04
166	105-2822392	611	\$7,022.56
167	105-2974218	366	\$6,598.95
168	105-3027449	546	\$46,209.73
169	105-3098711	722	\$56,029.79
170	105-3148462	640	\$14,408.54
171	105-3238711	642	\$5,749.35
172	105-3512353	350	\$20,406.96
173	105-3563831	609	\$7,227.70
174	105-3585423	588	\$10,550.17
175	105-3692124	429	\$69,842.34
176	105-3714992	417	\$71,299.57
177	105-3726281	395	\$76,620.08
178	105-3849493	509	\$5,235.55
179	105-4026223	481	\$12,001.21
180	105-4051654	348	\$3,887.02
181	105-4058827	420	\$61,525.35
182	105-4145319	642	\$45,286.88
183	105-4319231	540	\$72,039.39
184	105-4386627	366	\$32,977.87
185	105-4413751	492	\$12,358.59
186	105-4426154	276	\$9,141.39
187	105-4444193	97	\$34,197.58
188	105-4479872	546	\$12,619.28
189	105-4518477	425	\$91,993.57
190	105-4687829	694	\$8,422.91
191	105-4764099	663	\$54,652.59
192	105-4766468	348	\$50,747.30
193	105-4897624	93	\$31,326.10
194	105-5269653	505	\$43,063.91
195	105-5341271	123	\$5,384.02
196	105-5385462	548	\$9,224.62
197	105-5484600	405	\$10,732.43
198	105-5807943	538	\$29,053.35
199	105-5846034	527	\$72,669.64
200	105-5885487	123	\$6,648.87
201	105-6615944	462	\$5,525.90
202	121-2464420	683	\$30,187.89
203	121-2559286	688	\$17,978.63
204	131-8793178	345	\$47,139.47
205	132-1494927	129	\$8,417.00
206	132-1506686	99	\$7,210.77
207	132-1854649	407	\$4,546.26
208	132-2072880	155	\$6,884.22
209	132-2284159	355	\$4,428.12
210	137-0572521	680	\$9,309.40
211	137-1164896	138	\$18,715.27

	Case number	Days between agreement dates	Amount paid
212	137-1280910	367	\$4,286.59
213	137-2234580	607	\$6,998.31
214	137-2333490	554	\$14,349.86
215	137-2463378	654	\$16,606.18
216	137-2516117	418	\$82,946.06
217	137-2717977	141	\$11,347.80
218	137-2741976	502	\$35,355.16
219	137-3196016	515	\$80,651.99
220	137-3198568	237	\$6,715.21
221	137-3833297	695	\$15,904.77
222	137-3893748	419	\$51,238.13
223	137-3896796	612	\$23,138.91
224	137-3997110	391	\$12,760.73
225	137-4022678	449	\$34,528.26
226	137-4217707	567	\$8,100.43
227	137-4622831	636	\$11,156.78
228	137-4788221	532	\$9,540.39
229	137-4788687	583	\$45,612.00
230	137-4811196	295	\$6,556.00
231	137-5003255	532	\$51,457.88
232	137-5274089	502	\$66,453.84
233	137-5413545	97	\$50,829.57
234	137-5438944	139	\$8,929.26
235	137-5761429	693	\$9,103.35
236	137-5984966	144	\$9,236.66
237	141-1474181	582	\$11,105.50
238	151-7239217	631	\$9,274.55
239	151-7398029	483	\$9,791.69
240	151-7425669	546	\$7,433.45
241	151-7650767	456	\$7,065.35
242	151-7758408	496	\$7,903.44
243	151-8114660	528	\$4,736.65
244	151-8148062	359	\$7,782.61
245	151-8358889	514	\$24,988.37
246	151-8371675	591	\$50,099.20
247	151-8448587	293	\$7,377.30
248	151-8551984	131	\$9,082.20
249	151-8615574	603	\$11,120.24
250	151-8875789	518	\$5,230.12
251	151-9396390	297	\$6,030.49
252	156-0119854	598	\$4,516.22
253	156-0270078	365	\$5,451.58
254	156-0289798	713	\$30,633.92
255	156-0295063	430	\$2,247.31
256	161-2168788	578	\$10,179.71
257	161-2239175	378	\$50,411.48
258	161-2269618	294	\$3,843.75

	Case number	Days between agreement dates	Amount paid
259	161-2327438	618	\$10,056.05
260	161-2380065	604	\$22,728.30
261	161-2533639	543	\$13,064.21
262	161-2622027	176	\$7,105.70
263	161-2807257	149	\$5,125.18
264	181-2028920	393	\$15,204.97
265	197-3735473	447	\$135,225.10
266	197-3777378	566	\$119,441.15
267	197-3802241	609	\$140,024.79
268	197-4097389	593	\$114,637.93
269	197-4266360	392	\$7,668.44
270	197-4326911	499	\$148,754.59
271	197-4682679	302	\$64,749.04
272	197-4742772	361	\$6,846.44
273	197-5263479	449	\$89,121.62
274	201-2699908	158	\$15,932.55
275	201-3788898	492	\$42,955.35
276	201-4003256	479	\$50,343.39
277	201-4095138	407	\$15,994.03
278	201-4242563	578	\$7,054.43
279	201-4304782	526	\$9,625.88
280	201-4360676	379	\$7,829.00
281	201-4702099	531	\$21,194.74
282	221-3161034	493	\$7,281.23
283	221-3686103	537	\$9,032.44
284	221-3822014	181	\$9,951.68
285	221-3873080	497	\$1,959.25
286	221-3883479	343	\$45,982.74
287	221-3961728	485	\$10,865.43
288	221-3989624	632	\$6,807.40
289	221-4203153	435	\$55,035.88
290	221-4232484	386	\$4,699.81
291	222-1661966	702	\$7,120.20
292	231-0750355	141	\$2,629.64
293	241-7917496	422	\$79,373.65
294	241-8002541	532	\$7,828.99
295	241-8091419	408	\$126,700.01
296	241-8481018	428	\$3,063.48
297	241-8491724	519	\$40,275.49
298	241-8548740	407	\$93,321.46
299	241-8612985	127	\$38,539.62
300	241-8720333	357	\$13,484.82
301	241-8751206	408	\$113,472.98
302	241-8787115	571	\$34,245.12
303	241-8889905	411	\$57,808.59
304	241-8900661	527	\$68,790.92
305	241-9059977	559	\$16,963.36

	Case number	Days between agreement dates	Amount paid
306	241-9301146	694	\$41,100.51
307	241-9503487	490	\$39,081.26
308	249-4943717	495	\$31,933.37
309	249-5052904	455	\$8,432.84
310	249-5071013	317	\$120,852.67
311	249-5118740	379	\$22,167.22
312	249-5123582	398	\$58,631.26
313	249-5185115	431	\$10,439.20
314	249-5228676	447	\$141,519.20
315	249-5238247	610	\$7,749.04
316	249-5270787	462	\$40,248.03
317	249-5343290	645	\$94,423.40
318	249-5348694	643	\$4,750.92
319	249-5371363	579	\$32,336.99
320	249-5390152	427	\$112,979.87
321	249-5409396	518	\$4,408.84
322	249-5419030	604	\$86,456.71
323	249-5459833	419	\$17,839.00
324	251-3379356	588	\$25,750.87
325	251-3541750	116	\$98,045.66
326	251-3577340	105	\$38,459.31
327	251-3673406	364	\$10,189.74
328	251-3704397	655	\$7,153.40
329	251-3757593	92	\$19,717.49
330	251-3768097	587	\$29,853.15
331	251-4031841	421	\$89,795.41
332	251-4045680	183	\$51,317.25
333	251-4280632	158	\$49,655.46
334	251-4426446	161	\$97,078.05
335	251-4477556	465	\$68,895.54
336	251-4483597	482	\$98,948.94
337	251-4529125	590	\$21,301.75
338	251-4647579	106	\$74,675.01
339	251-4651646	605	\$9,705.17
340	251-4667255	342	\$36,368.67
341	261-6732588	554	\$15,080.53
342	261-8270368	301	\$9,842.46
343	261-8973506	130	\$11,120.94
344	262-1417518	175	\$13,414.22
345	262-1442508	522	\$24,909.10
346	263-3737705	232	\$25,576.67
347	263-4380423	595	\$19,162.47
348	263-4569039	340	\$5,838.90
349	263-4896877	510	\$5,860.60
350	263-4935827	697	\$8,587.65
351	264-0188299	593	\$7,927.76
352	264-0648583	504	\$5,871.48

	Case number	Days between agreement dates	Amount paid
353	271-8783070	141	\$19,867.51
354	271-9193129	681	\$12,980.69
355	271-9207076	357	\$51,282.04
356	271-9429861	342	\$4,324.39
357	271-9519705	129	\$12,100.08
358	271-9582693	484	\$62,592.83
359	277-0183697	413	\$8,714.92
360	277-0234356	121	\$88,521.77
361	277-0346066	129	\$20,505.29
362	277-0622969	318	\$6,602.19
363	281-3056823	529	\$5,620.28
364	281-3135797	425	\$6,163.22
365	281-3155704	439	\$28,484.98
366	281-3245714	403	\$35,267.35
367	281-3464563	538	\$16,896.93
368	281-3500704	168	\$25,255.27
369	281-3512856	314	\$27,861.63
370	281-3579099	123	\$7,840.40
371	291-3178070	635	\$3,635.88
372	291-3519779	610	\$2,403.95
373	291-3575548	322	\$55,556.13
374	291-3884230	458	\$19,030.98
375	291-3901027	454	\$27,939.56
376	291-3949529	541	\$8,031.88
377	291-4496117	365	\$3,969.85
378	292-5492835	504	\$32,987.26
379	292-5606261	470	\$5,231.80
380	292-5940435	490	\$9,575.73
381	292-5979754	580	\$4,220.49
382	311-1857247	482	\$13,294.63
383	311-1985891	481	\$5,828.29
384	321-2103049	303	\$19,431.67
385	321-2549015	500	\$24,511.63
386	331-1277759	330	\$72,895.36
387	331-1309664	404	\$6,641.56
388	332-4512061	608	\$28,540.83
389	332-4609963	642	\$94,048.64
390	332-5095261	146	\$80,876.18
391	341-0893357	689	\$102,521.51
392	341-1046508	585	\$18,802.09
393	351-3540608	155	\$26,425.20
394	351-4300524	668	\$20,765.40
395	351-4811442	638	\$97,911.93
396	351-4879739	585	\$20,692.56
397	351-4981480	413	\$50,603.12
398	351-5378604	298	\$43,983.44
399	351-5414543	156	\$48,455.58

	Case number	Days between agreement dates	Amount paid
400	351-5568877	559	\$62,635.09
401	351-5583533	530	\$91,422.32
402	351-5656196	698	\$64,268.04
403	351-5688980	455	\$120,794.91
404	351-5896683	513	\$25,754.55
405	352-5313749	548	\$51,536.64
406	352-5480455	576	\$101,891.08
407	352-5625864	677	\$42,570.96
408	352-5781713	107	\$60,370.84
409	352-6009124	527	\$10,406.42
410	352-6095814	461	\$108,589.51
411	352-6143666	418	\$55,440.50
412	352-6144077	646	\$94,497.10
413	352-6151859	439	\$124,033.92
414	352-6346976	291	\$102,961.07
415	352-6366993	154	\$44,087.53
416	352-6396030	647	\$146,746.85
417	352-6615177	610	\$78,738.98
418	352-6694679	591	\$45,548.62
419	352-6776370	302	\$27,306.47
420	352-6776778	129	\$5,119.28
421	352-6836308	603	\$122,239.10
422	352-6854432	511	\$13,259.67
423	352-6990850	457	\$10,171.13
424	361-2960270	137	\$12,231.80
425	371-3729341	362	\$19,620.38
426	371-3762920	558	\$10,975.55
427	371-3872278	476	\$107,933.76
428	371-3943640	512	\$15,746.22
429	371-4103091	668	\$5,235.10
430	371-4162859	435	\$8,298.43
431	372-3417282	591	\$14,322.19
432	372-3586345	178	\$12,608.05
433	372-3702738	380	\$18,830.67
434	372-3725587	430	\$26,985.45
435	372-3732492	460	\$24,583.99
436	372-4058317	473	\$60,481.98
437	374-4327121	454	\$19,221.11
438	374-4687315	674	\$22,807.71
439	374-4701656	302	\$10,518.73
440	374-4821304	320	\$102,122.70
441	374-4913872	449	\$33,157.16
442	374-5032279	183	\$77,178.11
443	374-5036270	473	\$129,243.78
444	374-5036518	385	\$131,990.30
445	374-5147528	106	\$5,795.90
446	374-5226138	307	\$94,539.44

	Case number	Days between agreement dates	Amount paid
447	374-5264629	574	\$80,458.93
448	374-5353128	144	\$15,431.28
449	374-5387637	460	\$88,162.17
450	374-5628421	367	\$100,687.02
451	374-5755723	358	\$134,809.65
452	374-6191505	637	\$29,837.55
453	381-7011871	671	\$5,471.52
454	381-7131723	707	\$52,785.44
455	381-7235210	315	\$8,908.95
456	381-7613464	381	\$2,620.52
457	381-7616962	299	\$14,448.70
458	381-7657635	253	\$48,415.94
459	381-7712322	629	\$10,040.71
460	381-7884022	693	\$4,357.89
461	381-8192706	524	\$7,092.40
462	381-8203351	438	\$8,836.13
463	381-8209298	456	\$9,293.74
464	381-8244015	430	\$9,006.17
465	381-8317418	97	\$9,318.91
466	381-8387057	628	\$5,231.69
467	381-8433594	714	\$38,104.91
468	381-8542312	429	\$9,668.66
469	381-8569423	580	\$59,634.07
470	381-8705407	672	\$6,120.90
471	381-8709937	516	\$43,641.32
472	381-8873522	312	\$3,225.05
473	381-8923317	525	\$15,304.51
474	381-9067634	654	\$19,468.89
475	381-9321965	376	\$2,390.26
476	387-0066443	421	\$3,258.47
477	387-0082610	351	\$41,322.51
478	387-0091504	504	\$40,877.00
479	387-0112157	637	\$17,035.33
480	387-0479332	442	\$77,699.32
481	411-4036331	585	\$10,313.11
482	411-4158662	457	\$32,406.74
483	411-4441248	356	\$6,137.72
484	411-4450343	618	\$7,230.12
485	411-4559095	427	\$4,294.34
486	411-4603193	442	\$8,417.70
487	412-4715030	126	\$2,715.09
488	412-4722144	460	\$8,598.08
489	412-4892844	157	\$31,791.91
490	412-5455939	452	\$6,058.65
491	412-5472127	202	\$21,212.90
492	412-5647669	708	\$14,912.84
493	412-5779610	124	\$14,678.64

	Case number	Days between agreement dates	Amount paid
494	412-5790379	540	\$113,426.57
495	412-5885810	190	\$65,112.88
496	412-5983993	505	\$20,004.98
497	412-6069557	381	\$9,392.14
498	412-6373741	468	\$29,007.53
499	412-6401524	504	\$2,113.18
500	412-6550401	486	\$3,980.53
501	412-7090839	113	\$15,761.96
502	413-3759129	121	\$4,984.48
503	413-4788269	691	\$14,400.15
504	413-5158875	549	\$51,989.45
505	413-5178183	328	\$60,390.16
506	413-5330249	383	\$20,982.79
507	421-4212399	481	\$11,041.27
508	421-4574111	504	\$4,703.90
509	421-4842055	590	\$80,843.03
510	421-4896625	375	\$8,873.56
511	422-2566871	513	\$5,011.50
512	422-2919353	295	\$3,309.68
513	422-2929288	368	\$29,183.06
514	431-4628225	303	\$91,642.67
515	431-4789265	607	\$12,250.26
516	431-4817678	601	\$39,951.13
517	431-5197965	512	\$70,674.35
518	441-6805597	245	\$13,066.22
519	441-6915849	502	\$9,516.35
520	441-7807008	347	\$30,005.60
521	441-7891892	499	\$7,136.58
522	441-7953373	616	\$63,645.65
523	441-7981821	424	\$15,387.15
524	441-8147722	434	\$44,729.67
525	441-8148771	488	\$39,466.53
526	441-8367525	437	\$4,521.74
527	441-8502345	505	\$18,155.74
528	441-8567562	474	\$34,689.24
529	441-8631619	597	\$5,436.09
530	441-8865978	101	\$1,356.84
531	441-8879222	598	\$65,471.11
532	441-8882034	463	\$5,393.34
533	441-8996606	331	\$59,653.45
534	441-9115364	480	\$35,090.79
535	441-9149158	468	\$9,898.81
536	441-9210339	104	\$8,189.55
537	441-9439423	477	\$3,372.49
538	441-9482890	439	\$7,953.31
539	441-9566613	482	\$13,011.18
540	441-9578578	128	\$28,780.00

	Case number	Days between agreement dates	Amount paid
541	441-9587058	512	\$67,651.72
542	442-2211090	112	\$9,599.00
543	442-2234663	108	\$8,376.50
544	442-2803400	574	\$13,327.69
545	446-0131325	610	\$12,924.73
546	446-0210122	497	\$6,414.68
547	446-0379438	148	\$28,094.32
548	446-0501668	183	\$26,503.92
549	446-0602011	417	\$6,528.41
550	446-0798692	469	\$10,197.71
551	451-0560488	257	\$14,399.64
552	451-1100701	204	\$9,315.30
553	461-4130945	492	\$33,700.08
554	461-4181999	386	\$7,330.36
555	461-4198522	113	\$3,210.72
556	461-4266826	519	\$34,786.20
557	461-4296081	432	\$47,558.33
558	461-4334535	489	\$67,076.33
559	461-4434276	458	\$3,826.59
560	461-4758512	334	\$32,326.92
561	461-4926006	183	\$34,538.64
562	461-5086825	589	\$50,516.34
563	461-5088391	424	\$14,192.26
564	461-5110086	569	\$6,153.40
565	481-2746315	377	\$14,848.28
566	481-2934121	586	\$22,251.32
567	481-2972454	365	\$4,490.15
568	482-3489285	583	\$1,968.82
569	482-3815024	584	\$33,844.94
570	482-3830348	428	\$6,616.91
571	482-3856268	427	\$28,193.19
572	482-3974414	110	\$6,695.86
573	482-4111929	295	\$38,024.27
574	482-4263471	322	\$26,488.71
575	483-2724946	642	\$5,027.75
576	483-3019590	647	\$10,369.80
577	483-3484602	450	\$19,163.60
578	483-3817306	594	\$9,892.98
579	483-3859663	549	\$12,975.29
580	483-3907850	621	\$6,737.13
581	483-3942324	428	\$47,881.06
582	483-4130427	590	\$66,783.21
583	491-7329200	407	\$7,050.95
584	491-7757444	566	\$8,487.20
585	491-7806160	621	\$18,056.53
586	491-8432186	614	\$6,728.67
587	491-8921136	520	\$9,518.93

	Case number	Days between agreement dates	Amount paid
588	491-8930065	601	\$31,587.00
589	491-9108507	691	\$41,958.09
590	491-9279092	507	\$43,869.29
591	491-9381544	383	\$5,437.83
592	491-9465486	486	\$3,480.77
593	492-5251584	474	\$25,593.23
594	492-6381782	658	\$7,755.51
595	492-7242863	622	\$4,293.15
596	492-8151355	463	\$5,212.34
597	492-8285888	365	\$38,843.06
598	492-8417821	440	\$71,023.29
599	492-8444698	320	\$51,134.46
600	492-8585250	319	\$5,688.88
601	492-9053896	635	\$40,937.98
602	493-6171527	600	\$11,977.99
603	493-7330149	642	\$41,859.76
604	493-7941494	668	\$51,529.52
605	493-7996078	582	\$14,656.02
606	493-8187676	566	\$7,688.10
607	493-8311458	458	\$61,679.28
608	493-8412556	563	\$7,578.08
609	493-8412874	544	\$4,366.95
610	493-8502385	425	\$71,058.56
611	493-8541530	701	\$7,653.22
612	493-8594086	421	\$7,093.48
613	493-8607614	405	\$7,149.60
614	493-8640361	474	\$33,789.85
615	493-8778187	386	\$26,183.91
616	493-8804530	662	\$21,744.16
617	493-9323163	574	\$8,478.12
618	493-9397948	449	\$3,217.96
619	493-9422231	521	\$8,372.59
620	493-9502960	446	\$6,416.03
621	493-9625961	571	\$11,896.42
622	493-9677170	502	\$15,868.07
623	494-3321996	687	\$31,687.69
624	494-3342270	422	\$26,310.80
625	495-6484574	672	\$3,725.18
626	495-7806019	479	\$4,152.39
627	495-7889609	345	\$30,067.35
628	495-8213250	482	\$15,046.01
629	495-8466567	191	\$4,209.65
630	495-8657827	442	\$4,921.73
631	495-8669684	584	\$8,787.85
632	495-8724031	528	\$65,235.87
633	501-8302714	728	\$46,300.43
634	511-0046411	600	\$21,377.13

	Case number	Days between agreement dates	Amount paid
635	511-0057198	352	\$27,026.86
636	511-0602023	188	\$48,038.64
637	512-0007580	523	\$59,994.45
638	512-0029403	553	\$16,837.48
639	521-5570136	483	\$9,909.85
640	521-6152628	513	\$4,187.42
641	521-6273171	463	\$4,612.08
642	521-7065583	566	\$55,542.05
643	521-7120476	171	\$63,203.98
644	521-7436580	99	\$26,590.43
645	521-7471524	150	\$19,564.56
646	521-7474747	425	\$50,001.22
647	521-7582041	118	\$8,669.02
648	521-7629126	373	\$12,732.00
649	521-7684457	272	\$57,149.61
650	521-7750953	159	\$45,614.80
651	531-0238169	448	\$93,312.12
652	541-7026200	404	\$34,219.64
653	541-7561519	400	\$4,955.89
654	541-7597037	521	\$48,034.12
655	541-7620217	497	\$47,250.88
656	541-7685676	545	\$54,361.16
657	541-7714743	351	\$68,199.43
658	541-7840222	107	\$5,938.85
659	541-7923861	456	\$12,492.46
660	541-8021399	492	\$20,177.43
661	541-8081635	500	\$7,075.34
662	541-8239553	538	\$11,008.65
663	541-8365005	624	\$27,016.62
664	541-8556638	566	\$61,028.19
665	541-8566115	474	\$72,072.07
666	541-8669056	716	\$24,143.90
667	541-8893454	319	\$29,098.08
668	541-9068016	394	\$30,524.06
669	541-9401473	104	\$20,175.11
670	548-4623453	675	\$39,577.50
671	548-4661871	503	\$75,226.24

	Case number	Days between agreement dates	Amount paid
672	548-4807315	174	\$63,530.84
673	561-8346174	564	\$3,370.32
674	561-8497023	473	\$94,497.48
675	561-8740297	145	\$5,606.99
676	561-8869163	608	\$93,460.46
677	561-8903180	549	\$96,276.58
678	561-9094456	641	\$22,280.36
679	561-9359883	337	\$6,194.24
680	561-9550285	419	\$64,069.60
681	561-9679402	657	\$34,383.12
682	562-2221454	619	\$13,022.05
683	562-2264443	420	\$3,170.23
684	571-0786691	445	\$16,128.40
685	581-2423036	461	\$16,898.52
686	581-2557211	702	\$17,869.28
687	581-2575635	280	\$6,937.40
688	581-2703352	464	\$46,452.89
689	581-2820969	499	\$6,686.46
690	581-2992780	380	\$3,867.64
691	581-3009854	602	\$7,212.06
692	581-3145925	554	\$12,545.25
693	581-3163311	693	\$34,820.89
694	581-3190300	373	\$7,901.29
695	581-3221233	179	\$3,563.93
696	581-3262375	397	\$44,090.44
697	581-3409313	623	\$21,169.62
698	581-3438752	677	\$14,880.70
699	581-3574222	119	\$29,652.51
700	581-3603227	138	\$25,022.81
701	581-3641514	440	\$58,436.42
702	581-3843806	467	\$41,298.88
703	591-0992276	414	\$35,417.35
704	591-1013808	483	\$9,550.80
705	591-1058777	604	\$6,380.55
Total paid			\$22,219,469.99

Appendix E

Potential Duplicate Claims Identified

The table below details the claims that appeared to be duplicate payments because the partial note amounts were equal for claims processed between July 1, 2012, and June 30, 2014.

“Duplicates repaid to HUD” include funds that the servicer already remitted to HUD and the “duplicates due to HUD” include claims where HUD billed the servicer.

	Case number	Duplicate	Agreement date 1st claim	Agreement date 2nd claim	Partial note amount both claims	Duplicates repaid to HUD	Duplicates due to HUD
1	011-5838984	Yes	4/17/2012	9/27/2012	\$1,683.59	\$0.00	\$1,683.59
2	011-6210976	Yes	8/9/2012	9/21/2012	\$4,021.85	\$4,521.85	\$0.00
3	052-4751339	Yes	3/10/2011	4/22/2011	\$17,936.86	\$0.00	\$17,936.86
4	093-5072739	No	5/30/2007	4/25/2014	\$8,875.34		
5	093-6810823	No	1/4/2012	7/24/2013	\$9,902.80		
6	094-5441149	Yes	8/9/2012	9/9/2012	\$20,289.36	\$20,289.36	\$0.00
7	094-5956370	Yes	11/1/2011	11/9/2011	\$28,094.19	\$28,094.19	\$0.00
8	105-3105307	Yes	1/14/2011	12/14/2012	\$4,953.09	\$0.00	\$4,953.09
9	105-3760400	Yes	9/18/2012	10/1/2012	\$1,551.76	\$1,551.76	\$0.00
10	105-3831700	Yes	11/12/2012	11/15/2012	\$9,935.99	\$9,935.99	\$0.00
11	137-4458370	No	2/17/2012	10/16/2013	\$10,180.48		
12	201-3661983	Yes	9/4/2012	10/1/2012	\$8,477.00	\$8,977.00	\$0.00
13	221-3895789	Yes	5/3/2012	7/12/2012	\$4,472.39	\$4,472.39	\$0.00
14	241-7858063	Yes	6/8/2012	9/19/2012	\$38,161.20	\$0.00	\$38,161.20
15	251-4221673	Yes	10/30/2012	1/1/2013	\$28,580.54	\$28,580.54	\$0.00
16	372-3618244	No	10/30/2012	2/18/2014	\$9,903.24		
17	483-1704679	Yes	5/16/2013	6/18/2013	\$3,165.72	\$3,665.72	\$0.00
18	483-3774485	No	12/14/2009	12/5/2012	\$6,917.92		
19	493-8818914	Yes	7/25/2012	9/17/2012	\$20,602.37	\$0.00	\$20,602.37
20	521-6626566	Yes	9/2/2012	9/22/2012	\$15,513.64	\$15,513.64	\$0.00
21	548-4688930	Yes	5/15/2012	8/3/2012	\$20,588.19	\$0.00	\$20,588.19
Total duplicates		16				\$125,602.44	\$103,925.30

Appendix F

Partial Claims Paid Above 30 Percent of the Initial Unpaid Balance

The table below details claims with a partial note amount above 30 percent of the unpaid balance at the time of default for claims with default dates between December 1, 2013, and January 24, 2015

	Case number	Current partial claim	Cumulative partial claims	Initial unpaid balance	Cumulative partial claims above 30% initial unpaid balance
1	043-7463945	\$60,542.96	\$76,815.65	\$255,807.32	\$73.45
2	052-3715761	\$45,630.96	\$50,609.20	\$168,207.47	\$146.96
3	061-2609900	\$4,581.90	\$17,368.64	\$12,786.74	\$13,532.62
4	061-2839847	\$58,916.32	\$66,033.52	\$206,850.14	\$3,978.48
5	061-3011526	\$59,910.68	\$74,128.98	\$246,277.85	\$245.62
6	061-3416718	\$68,111.85	\$82,237.34	\$272,641.96	\$444.75
7	091-3477680	\$12,953.37	\$15,085.17	\$49,884.50	\$119.82
8	092-8632640	\$28,369.55	\$42,582.53	\$131,825.90	\$3,034.76
9	092-9168443	\$38,495.86	\$45,729.22	\$13,805.01	\$41,587.72
10	094-3560254	\$10,779.98	\$20,133.72	\$57,891.75	\$2,766.19
11	094-5157412	\$31,501.56	\$42,884.32	\$133,241.54	\$2,911.86
12	095-0168201	\$50,875.69	\$61,703.17	\$190,338.73	\$4,601.55
13	101-9357280	\$47,793.54	\$55,476.13	\$184,151.37	\$230.72
14	101-9566494	\$38,829.45	\$48,878.73	\$157,871.82	\$1,517.18
15	105-3625358	\$73,274.21	\$84,067.11	\$279,691.37	\$159.70
16	131-8801216	\$13,285.91	\$27,151.88	\$89,227.32	\$383.68
17	137-0576465	\$37,287.41	\$56,147.30	\$161,793.82	\$7,609.15
18	137-3122173	\$25,475.24	\$30,506.48	\$93,643.98	\$2,413.29
19	183-0047214	\$47,414.34	\$55,068.24	\$173,656.15	\$2,971.39
20	221-3056850	\$18,444.50	\$24,779.22	\$62,851.43	\$5,923.79
21	281-3155704	\$27,984.98	\$30,601.42	\$100,767.56	\$371.15
22	291-4194918	\$19,375.40	\$28,275.87	\$89,437.97	\$1,444.48
23	311-1753296	\$2,510.52	\$5,875.52	\$3,365.00	\$4,866.02
24	311-1858610	\$13,086.83	\$18,300.55	\$5,213.72	\$16,736.43

	Case number	Current partial claim	Cumulative partial claims	Initial unpaid balance	Cumulative partial claims above 30% initial unpaid balance
25	341-0704680	\$46,055.01	\$52,143.09	\$155,060.18	\$5,625.04
26	351-2225522	\$4,574.11	\$12,660.21	\$35,060.18	\$2,142.16
27	351-4688462	\$32,911.45	\$38,916.35	\$125,767.27	\$1,186.17
28	352-5480455	\$101,391.08	\$112,643.32	\$317,997.59	\$17,244.04
29	374-4009154	\$45,092.32	\$59,244.80	\$183,360.72	\$4,236.58
30	374-4700089	\$49,423.56	\$102,324.44	\$335,376.42	\$1,711.51
31	381-5964098	\$17,950.73	\$20,819.15	\$60,965.38	\$2,529.54
32	381-6910406	\$25,917.10	\$31,611.46	\$95,129.43	\$3,072.63
33	381-7603473	\$17,575.14	\$22,741.62	\$58,585.66	\$5,165.92
34	411-4110647	\$2,747.15	\$11,073.87	\$4,744.32	\$9,650.57
35	412-6131359	\$41,161.32	\$54,351.64	\$165,105.08	\$4,820.12
36	413-4492327	\$57,736.19	\$64,182.51	\$197,283.84	\$4,997.36
37	441-6093463	\$41,211.84	\$49,437.42	\$152,945.55	\$3,553.75
38	441-7616303	\$20,184.77	\$23,370.49	\$75,870.94	\$609.21
39	441-7696245	\$30,953.64	\$38,867.07	\$7,913.43	\$36,493.04
40	442-1985369	\$17,300.85	\$26,613.45	\$87,829.26	\$264.67
41	483-3593259	\$26,341.85	\$35,092.05	\$110,982.26	\$1,797.37
42	491-7382031	\$14,094.58	\$25,008.58	\$82,170.98	\$357.29
43	492-6585888	\$28,180.85	\$35,909.68	\$118,183.16	\$454.73
44	493-5991288	\$17,894.58	\$24,378.36	\$74,172.39	\$2,126.64
45	493-6823406	\$15,440.88	\$19,666.14	\$56,217.81	\$2,800.80
46	493-7198918	\$3,505.33	\$11,972.02	\$8,877.62	\$9,308.73
47	493-7520416	\$33,156.76	\$40,119.51	\$126,493.02	\$2,171.60
48	493-7965796	\$20,241.69	\$26,138.17	\$78,984.01	\$2,442.97
49	493-8020008	\$27,701.89	\$31,879.85	\$98,361.03	\$2,371.54
50	493-8288529	\$48,625.33	\$56,856.23	\$180,835.21	\$2,605.67
51	493-8432471	\$40,736.04	\$45,229.56	\$143,269.16	\$2,248.81
52	501-6372338	\$16,875.33	\$20,918.03	\$64,860.93	\$1,459.75
53	521-5388809	\$44,062.89	\$51,128.46	\$148,000.57	\$6,728.29
54	521-5467331	\$39,443.52	\$44,476.12	\$147,492.49	\$228.37
55	541-7791620	\$36,481.70	\$42,272.26	\$136,317.52	\$1,377.00
56	561-8363715	\$65,421.13	\$82,707.09	\$273,684.97	\$601.60
Total partial claims paid above 30% initial unpaid balance					\$260,454.23