

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT
DEPARTMENT OF THE TRIAL COURT
CIVIL ACTION NO. 2584CV02178

In re Cypress Loan Servicing LLC,
formerly known as Rushmore Loan Management Services LLC

ASSURANCE OF DISCONTINUANCE
PURSUANT TO G.L. CHAPTER 93A, § 5

I. INTRODUCTION

1. The Commonwealth of Massachusetts (“Massachusetts” or the “Commonwealth”), by and through the Office of Attorney General Andrea Joy Campbell (“AGO”), and Cypress Loan Servicing LLC (“Cypress”), formerly known as Rushmore Loan Management Services LLC, enter into this Assurance of Discontinuance (“AOD”) pursuant to G.L. c. 93A, § 5.

2. Cypress is a Delaware limited liability company, headquartered in Farmers Branch, Texas, that formerly operated as a national residential mortgage servicer, including servicing thousands of mortgage loans secured by properties in Massachusetts.

3. As of the Effective Date of this AOD, the company formerly known as Rushmore Loan Management Services LLC has been renamed Cypress Loan Servicing LLC. Cypress no longer directly services mortgage loans, and servicing of all previously serviced loans has been transferred to another servicer. Cypress asserts that it will operate as a master servicer in the future and intends to contract with one or more subservicers that will engage in direct mortgage servicing. However, Cypress retains the option of resuming activities as a direct mortgage servicer.

4. The AGO conducted an investigation, pursuant to G.L. c. 93A, § 6, of Cypress’s compliance with, *inter alia*, the Massachusetts Consumer Protection Act, G.L. c. 93A, § 2,



foreclosure prevention law, G.L. c. 244, § 35B, and the Attorney General's Debt Collection Regulations, 940 CMR 7.00 *et seq*, in its servicing activities related to residential mortgage loans secured by properties in Massachusetts.

5. Based on the investigation, the AGO alleges that Cypress failed to take "reasonable steps, and [make] a good faith effort to avoid foreclosure" as required by G.L. c. 244, § 35B, in its loss mitigation reviews of Massachusetts borrowers.

6. The AGO further alleges that Cypress violated G.L. c. 93A, § 2 and two Massachusetts debt collection regulations promulgated thereunder, 940 CMR 7.04 and 7.08, by making excessive debt collection calls to borrowers as well as failing to provide borrowers with notice of their right to request validation of the debt.

7. In lieu of litigation, the AGO agrees to accept this AOD on the terms and conditions contained herein, pursuant to the Massachusetts Consumer Protection Act, G.L. c. 93A, § 5.

8. Cypress enters into this AOD for settlement purposes only and denies the AGO's allegations.

II. DEFINITIONS

9. All terms defined in G.L. c. 244, § 35B, including without limitation, "borrower," "creditor," "certain mortgage loan," and "mortgage loan," shall have the same meaning when used herein.

10. Where applicable, "borrower" shall also refer to the same individual who is defined as a "debtor" pursuant to 940 CMR 7.00, *et seq*.

11. Where applicable, "creditor" shall also have the same meaning as defined by 940 CMR 7.00, *et. seq*.

12. “35B Notice” shall mean a notice issued by Cypress pursuant to G.L. c. 244, § 35B, and associated regulations, to a borrower in default.

13. “Communication” or “Communicating” shall have the same meaning as provided in 940 CMR 7.00, *et seq.*

14. “Covered Conduct” shall mean all activities by Cypress in connection with (i) its compliance with the requirements of G.L. c. 244, § 35B, (ii) its compliance with the Attorney General’s Debt Collection Regulations, codified at 940 CMR 7.00 *et seq.*, and (iii) its compliance with G.L. c. 93A, § 2 as relating to servicing of mortgage loans in the Commonwealth.

15. “Debt Validation Notice” shall mean the written Communication that a creditor is required to provide to Debtors under 940 CMR 7.08.

16. “Effective Date” shall mean the date this Assurance of Discontinuance is filed in the Suffolk Superior Court.

III. ALLEGATIONS

A. Cypress’s Compliance with G.L. c. 244, § 35B

17. In 2012, the Massachusetts Legislature passed An Act to Prevent Unlawful and Unnecessary Foreclosures, Chapter 194 of the Acts of 2012, codified in part as G.L. c. 244, § 35B (“Section 35B” or “35B”).

18. Section 35B provides heightened protections for borrowers with certain mortgage loans which put borrowers at high risk of default and foreclosure. Pursuant to 35B, creditors must provide borrowers who have certain mortgage loans with a statutorily defined notice (the “35B Notice”) of their right to pursue a loan modification, and, if specified criteria are met, must conduct a review to determine whether such borrowers are eligible for a loan modification prior to publishing a notice of foreclosure sale. Whether the modification is approved or denied, a creditor must include specified disclosures in its written assessment of the borrower’s application.

19. Cypress, both in its role as a direct mortgage servicer and anticipated role as a master servicer of mortgage loans, meets the definition of a “creditor” pursuant to G.L. c. 244, § 35B(a), and is therefore required to comply with Section 35B.

20. Following investigation, the AGO alleges that Cypress failed to comply with the requirements of 35B, and its associated regulations, 209 CMR 56.00 *et seq.*, and therefore violated G.L. c. 93A, § 2, by:

- a. Failing in some instances to timely respond to loan modification application submissions in response to 35B Notices within the 30-day statutory timeline;
- b. Failing in some instances, within 5 days of receipt of some modification applications, to send missing document letters identifying any additional information that is required from the borrower in order for Cypress to complete its assessment, as required by 209 CMR 56.07(5);
- c. Failing to provide some borrowers with any written assessment of their modification application, as required by 35B(c);
- d. Failing to provide required disclosures to borrowers in all instances in which Cypress issued a written assessment of modification applications.

Specifically, Cypress only included a calculation of the borrower’s income in modification denials, and only occasionally noted the existence of borrower obligations in denials when certain criteria were met, but not with specificity. Cypress failed in all instances to provide borrowers with a statement of their debts and obligations, a net present value analysis of the mortgage loan, the anticipated net recovery at foreclosure, and a statement of the interests of the creditor, as required by 35B(c);

- e. Requiring consumers prior to May 2021 to pay down payments as a precondition to obtaining or entering an otherwise affordable loan modification, without subjecting the down payment demand to an affordability analysis.

21. The AGO alleges that Cypress's practices, described in paragraph 20, put borrowers at unnecessary and unlawful risk of foreclosure, in violation of G.L. c. 244, § 35B and associated regulations.

B. Cypress's Compliance with 940 CMR 7.04 and 940 CMR 7.08

Debt Collection Calls

22. 940 CMR 7.04(1)(f) provides that creditors may not initiate more than two Communications in a seven-day period to either the borrower's residence, cellular telephone, or other telephone number provided by the borrower as his or her personal telephone number.

23. The AGO alleges that, in thousands of instances, Cypress initiated more than two Communications to borrowers at their residence and/or personal telephone numbers within a seven-day period.

24. The AGO alleges that Cypress's call frequency, described in paragraph 23, harassed borrowers and violated 940 CMR 7.04(1)(f).

Debt Validation Notices

25. 940 CMR 7.08(1) requires that creditors provide to borrowers within five (5) business days after the initial Communication made in connection with the collection of a debt, notice (the "Debt Validation Notice") of:

- a. The amount of the debt;
- b. The name of the creditor to whom the debt is owed:

- c. A statement that unless the borrower, within 30 days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the creditor; and
- d. A statement that if the borrower notifies the creditor in writing within 30 days after receipt of this notice that the debt, or any portion thereof is disputed, the creditor will obtain verification of the debt and provide the borrower, or an attorney for the borrower, additional materials described in 940 CMR 7.08(2).

26. The AGO alleges that Cypress failed, in thousands of instances, to provide Debt Validation Notices to borrowers in Massachusetts.

27. The AGO alleges that Cypress's conduct, described in paragraph 26, violated 940 CMR 7.08(1).

28. The AGO alleges that the acts or practices identified in paragraphs 17-27, above, are independently or in combination unfair or deceptive, and as such constitute violations of G.L. c. 93A, § 2.

IV. ASSURANCES AND UNDERTAKINGS

29. Cypress shall make the following business practice changes to address the Covered Conduct and allegations described in this AOD, and to ensure compliance with G.L. c. 93A, § 2, G.L. c. 244, § 35B and associated regulations, and 940 CMR 7.00 *et seq.*:

A. In Cypress's role as a Master Servicer—in which Cypress does not directly service mortgage loans, but rather contracts with subservicers that directly service mortgage loans—Cypress shall:

1. Provide to the AGO:

- a. Copies of any written agreement with subservicer(s) existing as of the Effective Date of this AOD, as well as any such additional subservicing agreements Cypress enters within 3 years thereafter; the AGO will

maintain the confidentiality of any such produced agreement(s) to the maximum extent permitted under state and federal law; and

- b. Identification of the individual at Cypress who is ultimately responsible for ensuring subservicer compliance with Massachusetts law and/or such contacts at the relevant subservicer(s); and
 - c. Copies of any training materials, written policies and procedures, and compliance or audit processes that will be in place between Cypress and the relevant subservicer(s) to ensure compliance with Massachusetts law.
2. Be responsible for ensuring that the subservicer complies with Massachusetts consumer protection laws and regulations, including:
- a. When contracting with new subservicers, Cypress shall review any such subservicer's policies, procedures, and materials including template letters and employee trainings for compliance with Massachusetts law, including, without limitation, G.L. c. 244, § 35B; G.L. c. 93A; and 940 CMR 7.00, *et seq.*, prior to entering the contract.
 - b. If Cypress identifies that a potential subservicer does not have robust compliance policies and procedures after the review required in paragraph 29.A.2.a., Cypress shall not establish a contractual relationship with the potential subservicer before Cypress ensures that the potential subservicer has updated its policies, procedures, and materials including template letters and employee trainings, to ensure such compliance with Massachusetts law.
 - c. If Cypress contracts with a subservicer, Cypress shall oversee such subservicer's compliance with Massachusetts law, including by reviewing the subservicer's periodic reporting to Cypress to ensure that the subservicer is complying with Massachusetts law including, without limitation:
 - i. Servicing mortgage loans consistent with Massachusetts law, including, without limitation, G.L. c. 244, § 35B; G.L. c. 93A; and 940 CMR 7.00 *et seq.*;
 - ii. Ensuring that no foreclosures go forward without either:
 - a. the subservicer providing the borrower with opportunity to be reviewed for a mortgage loan modification pursuant to Section 35B; or

b. evidence that the borrower's loan is not a certain mortgage loan under Section 35B.

d. If Cypress contracts with a subservicer, such contract shall include a provision requiring the subservicer to correct and redress in a reasonable timeframe any noncompliance identified by Cypress pursuant to the oversight required by paragraph 29.A.2.c., above.

B. In the event that Cypress becomes a direct mortgage servicer or subservicer or undertakes any direct servicing of mortgage loans at any time in the future, Cypress shall:

1. G.L. c. 244, § 35B Loss Mitigation

Issuance of 35B Notices

a. Cypress shall provide the notice defined by G.L. c. 244, § 35B (the "35B Notice") of a borrower's right to pursue a mortgage loan modification to all borrowers who:

- i. Fall more than 60 days past due on their mortgage loan for the first time;
- ii. Fall or remain delinquent on their mortgage loan and have not been reviewed for a mortgage modification pursuant to a 35B Notice in the prior three years (regardless of whether they had received a 35B Notice during that time);
- iii. Are service transferred to Cypress delinquent (regardless of whether they received a 35B Notice from their prior servicer);

b. Cypress may issue 35B Notices more frequently than required by paragraph 29.B.1.a., above.

35B Loan Modification Application Review

c. Cypress shall complete a timely review of a borrower's 35B loan modification application consistent with the requirements of 35B, and its associated regulations. Such review shall be consistent with the following:

- i. Upon receipt of a request to pursue a 35B modification review, Cypress shall review such borrower's submission for all missing documents that Cypress requires to complete the loan modification review. Cypress shall issue a letter to

the borrower identifying any documents missing from the loss mitigation application, and the borrower's single point of contact at Cypress ("SPOC") shall call to explain such missing documents to the borrower and answer any questions. Such missing documents letter(s) shall issue consistent with the timelines set forth in 209 CMR 56.07;

- ii. Cypress shall request only documents or information necessary to complete the underwriting review of the loan modification application;
- iii. Within thirty (30) days of Cypress's receipt of a complete 35B loan modification application package, Cypress shall provide such borrower with its written assessment of the application. Cypress's written assessment letter must include disclosure of the calculations used in Cypress's analysis of the loan modification application consistent with Section 35B(b)(2)(iii), as well as all other disclosures required by 35B(c).
- iv. When offering a loan modification in response to a 35B application, Cypress shall not require an up-front down payment as a condition of entering the loan modification or modification trial plan.

Internal Monitoring

- d. Cypress shall develop and implement auditing processes to monitor compliance with 35B requirements.

2. Compliance with Debt Collection Regulations

- a. Cypress shall take all actions necessary to comply with 940 CMR 7.00 *et seq.*, including but not limited to implementing debt collection policies and procedures to ensure compliance with Massachusetts law.

Debt Collection Calls

- b. Cypress shall take all necessary actions to comply with 940 CMR 7.04(1)(f), including the following:
 - i. Cypress shall initiate no more than two Communications to a borrower in a seven-day period for any debt. Communications for the purposes of this paragraph shall include phone calls or text messages to a borrower's home telephone number, cellular phone number or any other

telephone numbers provided by the borrower as their personal telephone number. Communications shall also include telephone calls, whether initiated by a natural person or an automated system, in which Cypress has the option to leave a voicemail, regardless of whether or not it chooses to do so.

- ii. Cypress shall initiate no more than two Communications in any 30-day period for any debt, to a telephone number other than a telephone number corresponding to a borrower's residence, cellular telephone or other telephone number corresponding to a borrower's residence, cellular telephone, or other telephone number provided by the borrower as their personal telephone number. Communications, whether initiated by a natural person or an automated system, in which Cypress has the option to leave a voicemail, regardless of whether or not it chooses to do so shall be considered a communication for the purposes of this paragraph.
- c. Where a borrower requests that Cypress initiate a call to the borrower or make any other Communication attempt, such a request shall be documented by Cypress in its system of record, and nothing in this AOD shall be interpreted as preventing Cypress from initiating the requested Communication. For example, this exception includes situations where the borrower is applying for a loan modification or other loss mitigation assistance and where the borrower consents to additional phone calls solely to assist in completing an application or for any other loss mitigation purpose (i.e., gathering sufficient documents to complete an application package).

Validation of Debt

- d. For any borrower whose mortgage is serviced by Cypress and becomes thirty (30) days past due, and for any account that is service transferred to Cypress where the borrower's payment is 30 days past due and owing, Cypress shall provide a Debt Validation Notice within five (5) business days after Cypress's first Communication with the borrower regarding the debt.
- e. For any borrower who requests validation as provided in 940 CMR 7.08(2), Cypress shall refrain from making any further attempt to collect from the borrower until Cypress validates the debt in accordance with 940 CMR 7.08.

3. Reporting to AGO relating to Cypress's Direct Servicing of Loans

a. If, within 5 years of the Effective Date of this AOD, Cypress becomes a mortgage loan servicer or subservicer or undertakes any direct servicing of mortgage loans in Massachusetts, Cypress shall:

i. Provide notice to the AGO of its intent to resume such servicing within 30 days of assuming such role, as well as provide copies of Cypress's policies and procedures that reflect compliance with paragraph 29.B.1. and 29.B.2., above.

ii. Provide, upon request, a report of key metrics related to new protocols established pursuant to paragraph 29.B.1. and 29.B.2., above, including:

a) Aggregate reporting of 35B Notices sent to Massachusetts consumers and filed with the AGO;

b) Loss mitigation results from each 35B Notice issuance, including:

- 1) Account number and name of consumer;
- 2) Property address;
- 3) Board date;
- 4) Date account is due for;
- 5) Date of issuance of 35B Notice;
- 6) Date of consumer response (demonstrated through returned Mortgage Modification Options form, not completed application);
- 7) Dates of any and all contact attempts by Cypress to the consumer in order to assist with completion of application and submission of required materials;
- 8) Date of issuance of missing documents letter;
- 9) Date application completed;
- 10) Date of issuance of letter acknowledging complete application;
- 11) Date of issuance of evaluation/written assessment of application;
- 12) Initial result of application (modification offered or denied, and any other loss mitigation options offered);
- 13) Loss mitigation denial reason(s), if denied;
- 14) Results of any consumer complaints, including disputes related to affordability;

- 15) Results of any counter-offer processes;
- 16) Final disposition (modification booked, denied, etc.).

c) Debt collection monitoring, including:

- 1) Account number and name of borrower;
- 2) Property address;
- 3) Date loan boarded;
- 4) Date debt collection activities commenced;
- 5) Date Debt Validation Notice sent;
- 6) Date of request for validation by borrower;
- 7) Responses to requests;
- 8) Resolution of disputes related to debt validation notices.

d) Monitoring of foreclosure sales, including a list of all scheduled foreclosure sales as well as any completed foreclosure sales, including the following information:

- 1) Account number and name of borrower;
- 2) Property address;
- 3) Foreclosure sale scheduled date;
- 4) Foreclosure sale completed date;
- 5) Date of issuance of last 35B Notice sent;
- 6) Date of borrower response to 35B Notice;
- 7) 35B written assessment results, including affordability and NPV analyses;
- 8) Final outcome of 35B process, including modification approval/denial/any other loss mitigation options offered.

- b. The obligations of paragraph 29.B.3 expire 5 years from the Effective Date of this AOD.

V. MONETARY PAYMENT

30. Cypress shall, within ten (10) business days of the Effective Date of this AOD, make a monetary payment of \$2,000,000 to the Commonwealth of Massachusetts. At her sole discretion, the Attorney General may use or distribute this payment in any amount, allocation or apportionment and for any purpose permitted by law, including but not limited to: (a) payments to

or for consumers and for the facilitation of this Assurance; (b) payments to the General Fund of the Commonwealth of Massachusetts; (c) payments to the Local Consumer Aid Fund established pursuant to G.L. c. 12, § 11G; or (d) for programs or initiatives in furtherance of the protection of the people of the Commonwealth.

31. Unless otherwise directed by the AGO, Cypress shall make this payment by wire transfer or certified check, made payable to the "Commonwealth of Massachusetts," and shall be delivered to Miranda M. Cover, Assistant Attorney General, Consumer Protection Division, Office of the MA Attorney General, One Ashburton Place, 18th Floor, Boston, MA 02108.

VI. TERM, COOPERATION AND REPORTING

32. Cypress shall fully cooperate with the AGO in the implementation of this AOD and any related AGO monitoring, reviews or compliance undertaken by the AGO.

33. Cypress agrees to respond to questions and reasonable requests from the AGO related to the implementation of this AOD.

34. Within thirty (30) days of the Effective Date of this AOD, Cypress shall submit reporting to the AGO sufficient to demonstrate compliance with the obligations set forth in paragraph 29.A of Section IV of this AOD, relating to its operations as a master servicer, including by production of all documentation required under paragraph 29.A.1 that are available as of the Effective Date, as well as any other documentation evidencing Cypress's compliance.

35. In the event that Cypress resumes operations as a subservicer or direct servicer of mortgages within five (5) years of the Effective Date of this AOD, Cypress shall submit reporting to the AGO consistent with the reporting requirements of paragraph 29.B.3.

36. Beginning six months after the Effective Date and continuing every six months for three (3) years from the Effective Date, Cypress shall provide a "Monitoring Report" documenting its compliance with the requirements of Section IV of this AOD, including:

a. Demonstrating subservicer compliance with Massachusetts law including, without limitation, G.L. c. 244, § 35B; G.L. c. 93A; and 940 CMR 7.00 *et seq.*, in a reporting format to be agreed to by the AGO that shall include production to the AGO of:

1. All new documentation required under paragraph 29.A.1 that is available as of the date of each Monitoring Report; and
2. Copies of monthly or quarterly reporting, including account-level data, that subservicers will provide to Cypress during the period between each Monitoring Report reflecting compliance with G.L. c. 244, § 35B;

b. Providing a signed affidavit from Cypress certifying that Cypress performed the due diligence required by this AOD intended to ensure subservicer compliance with Massachusetts law and identifying the results of its due diligence, including whether each subservicer was:

1. In compliance with Massachusetts law for the duration of the reporting period for that Monitoring Report; or
2. Not in compliance with Massachusetts law for some or all of the reporting period, and noting: (a) in what ways the subservicer failed to comply, (b) the actions Cypress took in response, and

(c) the actions the subservicer and/or Cypress took to remedy the noncompliance and ensure future compliance.

37. Cypress shall establish a designated Cypress contact for the Massachusetts AGO to address questions or requests, including any individual consumer complaints to the extent applicable, as well as relating to reporting pursuant to sections IV and VI, or any other aspect of this AOD.

VII. RELEASE

38. Contingent on compliance with the terms of this Assurance, the AGO fully and finally releases Cypress, its current and former parent corporation(s), affiliates, subsidiaries and subdivisions, and their officers, directors, agents, servants, employees, members, and shareholders, from all civil liability to the AGO arising from the Covered Conduct occurring prior to the Effective Date.

39. Notwithstanding the preceding paragraph, for the removal of any doubt, any and all of the following forms of liability are specifically reserved and excluded from the above releases:

- a. any claims or defenses of any private or other governmental party;
- b. tax liability;
- c. criminal liability;
- d. claims alleging violations of state or federal securities laws;
- e. claims alleging violations of state or federal antitrust laws; and/or
- f. claims by any other agency or subdivision of the Commonwealth of Massachusetts.

40. Further, nothing in this Assurance shall be deemed to preclude the AGO's review of conduct that occurs after the Effective Date, or any claims that may be brought by the AGO to enforce Cypress's compliance with the Assurance.

41. Cypress acknowledges the release does not cover criminal conduct.

VIII. NOTICE

42. Any notice that is made or required under the terms of this AOD shall be provided via electronic mail and first-class mail to the following addresses.

For the Commonwealth:

Massachusetts Attorney General's Office
Consumer Protection Division
ATTN: Miranda Cover & Michael Turi
One Ashburton Place, 18th Floor
Boston, MA 02108
mercy.cover@mass.gov
michael.turi@mass.gov

For Cypress:

Matthew P. Previn
Paul Hastings LLP
200 Park Avenue
New York, NY 10166
matthewprevin@paulhastings.com

and

Cypress Loan Servicing LLC
11511 Luna Road, Suite 625
Farmers Branch, TX 75234
Attn: General Counsel
legal@cypress-ls.com

IX. GENERAL PROVISIONS

43. This AOD shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, and the Suffolk Superior Court of the Commonwealth shall retain jurisdiction over this AOD.

44. This AOD shall be effective as of the Effective Date.

45. This AOD constitutes the complete agreement between the AGO and Cypress. No promises, representations, or warranties other than those set forth in this AOD have been made by either party. This AOD supersedes all prior communications, discussions, or understandings, if any, of the AGO and Cypress, whether written or oral.

46. To the extent the terms of this agreement cite the existing Massachusetts foreclosure prevention law under G.L. c. 244 § 35B, and Debt Collection Regulations under 940 CMR 7.00 *et seq.* as of the Effective Date of this AOD, any changes or modifications to the foreclosure prevention law under G.L. c. 244 § 35B or Debt Collection Regulations under 940 CMR 7.00 *et seq.* shall supersede and become incorporated into the corresponding terms of this AOD.

47. The provisions of this AOD are severable. If any provision herein is found to be legally insufficient, invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect and shall in no way be affected, impaired, or invalidated.

48. This AOD shall be binding on Cypress's successors, subsidiaries, and all other persons who have authority to control or who in fact control and direct Cypress's business in the Commonwealth of Massachusetts.

49. Nothing contained in this AOD shall be used, offered, or received in evidence in any proceeding to prove any liability, any wrongdoing, or any admission on the part of Cypress or

by any individual or entity not a party hereto; provided, however, that the foregoing provision shall not limit the Attorney General's rights under G.L. c. 93A, § 5, and shall not prevent this AOD from being used, offered, or received in evidence in any proceeding between the AGO and Cypress to enforce its terms.

50. Cypress shall not assert that because of this AOD it is entitled to any offset or reduction of any compensatory monetary remedies imposed in any related consumer or state or federal government action.

51. Cypress and the AGO participated in the drafting of this AOD.

52. Cypress waives all rights to appeal or to otherwise challenge or contest the validity of this AOD.

53. Except as to the Notice provision of Section VIII, above, this AOD can be amended or supplemented only by a written document signed by all parties or by court order.

54. This AOD, as well as any amendments thereto, may be signed in multiple counterparts, each of which will be considered an original and all of which, when considered together, will constitute a whole.

55. Nothing in this AOD shall relieve Cypress of any obligations to comply with all applicable federal and state laws, rules, and regulations.

56. This AOD does not constitute an approval by the AGO of Cypress's acts or practices, and Cypress shall make no representation to the contrary.

57. Cypress shall not cause, encourage, or knowingly permit third parties acting as Cypress's agent, on Cypress's behalf or for its benefit, or otherwise under Cypress's control or direction, to engage in practices from which Cypress is prohibited by this AOD.

58. Cypress and its signatories have consulted with counsel in connection with their decision to enter into this AOD.

59. The signatories for Cypress represent and warrant that they have the full legal power, capacity, and authority to bind Cypress.

60. By signing below, Cypress agrees to comply with all of the terms of this AOD.


(this section intentionally blank, signatures on following pages)

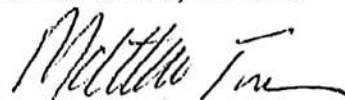
COMMONWEALTH OF MASSACHUSETTS
ANDREA JOY CAMPBELL, ATTORNEY GENERAL

By: 
Miranda M. Cover (BBO No. 699058)
Assistant Attorney General
Consumer Protection Division
One Ashburton Place
Boston, MA 02108

Dated: August 6, 2025

CYPRESS LOAN SERVICING LLC

By: 
Terry Smith
Chief Executive Officer
11511 Luna Road
Farmers Branch, TX 75234

By: 
Matthew P. Previn
Paul Hastings LLP
200 Park Avenue
New York, NY 10166
Counsel for Cypress Loan Servicing LLC

Dated: August 5, 2025