THE ELEVENTH JUDICIAL CIRCUIT
MIAMI-DADE COUNTY, FLORIDA

CASE NO. 12-1
(Court Administration)

ADMINISTRATIVE ORDER
NO. 12-01
(Rescinding AO No. 11-09)

IN RE: TERMINATION OF MANDATORY RESIDENTIAL MORTGAGE FORECLOSURE MEDIATION PROGRAM; DESIGNATION OF OASIS ALLIANCE CORPORATION AS MEDIATION PROVIDER

WHEREAS, pursuant to Florida Supreme Court Administrative Order SC 09-54, In RE: Final Report and Recommendation on Residential Mortgage Foreclosure Cases ("AOSC 09-54"), the Florida Supreme Court determined that mediation programs for homestead residential mortgage foreclosure actions should be mandatory throughout the state; and

WHEREAS, pursuant to AOSC 09-54, the Florida Supreme Court recommended the creation of a Residential Mortgage Foreclosure Mediation Program ("RMFM Program") in each circuit; and

WHEREAS, AOSC 09-54 further recommended that the judicial circuits engage an organization to serve as Program Manager for their respective RMFM Programs; and

WHEREAS, based, in part, on AOSC 09-54, the Eleventh Judicial Circuit of Florida ("11th Circuit") by and through Administrative Order No. 11-09 ("AO 11-09"), created a RMFM Program and as a result of a competitive selection process, designated Oasis Alliance Corporation ("Oasis"), as the Program Manager for its RMFM Program, effective July 1, 2011; and

WHEREAS, pursuant to Florida Supreme Court Administrative Order SC 11-44, the statewide managed mediation program was terminated effective December 19, 2011; and

WHEREAS, AOSC 11-44 further provided that cases already referred to and pending in an RMFM Program on or before December 19, 2011 will remain in the program through the completion of mediation; and

WHEREAS, as additionally stated in AOSC 11-44, circuit chief judges are vested under article V, section 2(d), Florida Constitution, with responsibility for the administrative supervision of their circuits, and Section 43.26, Florida Statutes, authorizes chief judges “to do everything necessary to promote the prompt and efficient administration of justice”; and

WHEREAS, pursuant to such authority, upon the termination of the statewide managed mediation program, in order for the Court to determine the appropriate measures to adopt or employ as permitted by statute or court rule to manage pending and new residential mortgage foreclosure cases, including referral of cases to mediation on a case-by-case basis pursuant to Section 44.102, Florida Statutes, and Florida Rule of Civil Procedure 1.700(a), the Court suspended the 11th Circuit RMFM Program as to cases filed on or after December 20, 2011, until further order of the Court; and

WHEREAS, after due consideration, it has been determined that it is in the best interest of the Court to terminate the RMFM Program as authorized pursuant to AO 11-09; and

WHEREAS, notwithstanding such termination, in view of the inordinate number of mortgage foreclosure cases pending and anticipated to be filed in the 11th Circuit; it has been further determined that mediation is an alternative means of resolving disputes and can be helpful in resolving mortgage foreclosure cases; and

WHEREAS, due to limited statutory authority, financial and personnel resources, the 11th Circuit is unable to internally provide mediation services to the extent needed for mortgage foreclosure cases; and

WHEREAS, in addition to the afore referenced authority, Rule 2.215, Judicial Administration Rules, requires the chief judge to develop an administrative plan for the efficient and proper administration of all courts within that circuit, wherein, inter alia, the prompt disposition of cases shall be effectuated; and

WHEREAS, in view of the immediacy of the need to continue managed mediation in the short term until a more long term plan is developed in the 11th Circuit to address the continuing mortgage foreclosure crisis, inasmuch as Oasis has demonstrated the expertise to manage the mediation of the volume of mortgage foreclosure cases in the 11th Circuit, in the interest of judicial economy and efficiency, it is prudent to engage Oasis to continue to provide certain managed mediation services as a mediation provider (“Oasis”) until June 30, 2012; and

WHEREAS, such services may include, but are not limited to, maintaining a master list of certified foreclosure mediators and assigning cases referred to Oasis to said certified foreclosure mediators on a rotating basis; and

WHEREAS, accordingly, this Administrative Order is being issued, in the best interest of the 11th Circuit, to encourage parties to mortgage foreclosure cases and judges in the 11th Circuit’s civil division to refer such cases to Oasis;

NOW, THEREFORE, pursuant to the authority vested in me as Chief Judge of the Eleventh Judicial Circuit of Florida, under Rule 2.215, of the Florida Rules of Judicial Administration, it is hereby **ORDERED:**

1. The 11th Circuit RMFM Program, herein suspended for cases filed after December 19, 2011, *nunc pro tunc*, is terminated as of the effective date of this Administrative Order.

2. Administrative Order 11-09, requiring mandatory mediation in all homestead residential mortgage foreclosure cases and referring all such cases to Oasis, as Program Manager, is rescinded as to new cases filed on or after December 20, 2011.

3. Cases filed on or before December 19, 2011, shall remain in the RMFM Program through the completion of mediation, and are subject to the provisions of AO 11-09.

4. Oasis is hereby designated as the mediation provider for the 11th Circuit , until June 30, 2012, to provide and manage the mediation of mortgage foreclosure cases, as set forth in the "Order of Referral to Foreclosure Mediation" hereinafter referenced in paragraph 5c.

5. As of the effective date of this Administrative Order, the following procedures shall be followed for the mediation of mortgage foreclosure cases:

   a. After service of the complaint, either party may request in writing to the presiding judge, that such case be referred to mediation ("Request for Mediation"). Upon receipt of the Request for Mediation, the presiding judge may evaluate and determine, on a case by case basis, whether the case should be referred to mediation pursuant to Section 44.102, Florida Statutes and Florida Rule of Civil Procedure.

   b. Alternatively, if neither party requests that such case be referred to mediation, the presiding judge may evaluate and determine, on a case by case basis, whether the case should be referred to mediation pursuant to Section 44.102, Florida Statutes and Florida Rule of Civil Procedure 1.700(a).

   c. If the presiding judge determines that such case should be referred to mediation, the judge may enter an "Order of Referral to Foreclosure Mediation." For the purposes of uniformity, attached hereto is a recommended Order of Referral to Foreclosure Mediation, which may be amended from time to time without the necessity of amending this Administrative Order.

6. Only Supreme Court certified circuit civil mediators who are specially trained in mortgage foreclosure cases may be designated to provide mediation services for the 11th Circuit. Further, if a certified foreclosure mediator is agreed upon by the parties or designated by the presiding judge to mediate the mortgage foreclosure case, said certified foreclosure mediator should facilitate the electronic exchange of pertinent documents prior to the commencement of mediation.

7. Mediation services provided by Oasis shall not exceed the rate of Two Hundred Fifty Dollars ($250.00) per hour, with a two (2) hour minimum.

This Administrative Order shall take effect immediately and remain in full force and effect until further order of the Court.

DONE AND ORDERED in Chambers at Miami-Dade County, Florida, this 27th day of January, 2012.

____
JOEL H. BROWN, CHIEF JUDGE
ELEVENTH JUDICIAL CIRCUIT OF FLORIDA

ATTACHMENT

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI DADE COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION
CASE NO.

<u>PENDING HEARING DATES:</u>

SUMMARY JUDGMENT: ______________
TRIAL DATE SET FOR: _______________

Plaintiff(s),

vs.

Defendant(s).

____

<u>ORDER OF REFERRAL TO FORECLOSURE MEDIATION</u>

Pursuant to Chapter 44 of the Florida Statutes, Rules 1.700-1.750 Fla. R. Civ. P. (2011), the above styled cause is hereby referred to mediation:

(1) Within fifteen (15) days (ten days plus an additional five days for mailing) of this Order of Referral the parties may mutually agree upon the designation of a certified foreclosure mediator of their choice (“Mediator”). If the parties mutually agree on a Mediator, other than Oasis Alliance, Corp. (“Oasis”), the plaintiff shall, within the time period set forth hereinabove, file with the Clerk of the Court, and serve upon the parties, with an electronic copy to Oasis via its web-enabled information platform, a "Notice of Stipulation of Mediator" which shall identify the name, address, and telephone number of the mediator agreed upon, said Mediator shall be deemed designated without further order of the Court; or

(2) If the parties are unable to mutually agree upon the designation of a certified foreclosure mediator within fifteen (15) days (ten days plus an additional five days for mailing) of the entry of this Order of Referral,

Oasis, as a mediation provider, is hereby appointed to provide mediation services for this action, without further order of the Court ("Oasis Referral").

(3) If Oasis is mutually agreed to by the parties as the mediation provider in accordance with paragraph (1) or designated as the mediation provider in accordance with paragraph (2) above:

a) the plaintiff counsel shall electronically submit to Oasis through the Oasis web-enabled information platform, a fully completed mediation contact form, which shall include the parties contact information, including name, address, telephone number, and email address for each party to the action, and their respective counsel ("Contact Form"). A copy of the Contact Form is attached hereto as Exhibit "A" and available on the Oasis website at www.foreclosureoasis.org.

b) Plaintiff counsel shall have twenty (20) days from the date of this Order to electronically submit the Contact Form to Oasis via its web-enabled information platform.

(4) Within thirty (30) days of the filing of the "Notice of Stipulation of Mediator" or Oasis' electronic receipt of the Contact Form, the Defendant/Borrower:

a) Shall be encouraged by the Mediator or Oasis to meet with an approved mortgage foreclosure counselor, by providing a list of HUD certified foreclosure counselors;

b) If Defendant/Borrower is seeking a loan modification, the Defendant/Borrower must complete Borrower's Financial Disclosure for Loan Modification referenced as Exhibit A. Borrower must provide said Financial Disclosure to the Mediator or Oasis for transmittal to the Plaintiff and assessment of the Borrower's financial condition; and

c) If Defendant/Borrower is pursuing alternative workout options, such as a short sale or a deed in lieu of foreclosure, Exhibits B and C, as applicable, must be provided to Mediator or Oasis for transmittal to Plaintiff.

The financial documents referenced in subsections b) and c) must be provided thirty (30) days prior to mediation to the Mediator or Oasis for transmittal to the Plaintiff and used during the mediation. These documents may be found on the 11th Circuit's website located at www.jud11.flcourts.org.

No later than twenty (20) days **PRIOR** to the mediation, Plaintiff must advise the Defendant and the Mediator or Oasis of any additional documents required or missing.

(5) Within twenty (20) days of the designation of the Mediator or Oasis, Defendant may request the Plaintiff to provide the following document to be provided thirty (30) days prior to mediation:

a) Documentary evidence that the Plaintiff is the owner and holder in due course of the note and mortgage sued upon;

b) A history showing the application of all payments by the Borrower during the life of the loan;

c) A statement of the Plaintiff's position on the present net value of the mortgage loan;

d) The most current appraisal of the subject property available to the Plaintiff.

Failure by either party to provide or review the required documents, as required, shall be considered a non-appearance and shall be reported by the opposing party to the Court.

All information to be provided to the Mediator or Oasis to advance the mediation process, such as Borrower's Financial Disclosure for Mediation, Plaintiff's Disclosure for Mediation, as well as the case number of the action and contact information for the parties, shall be submitted electronically via a secure dedicated e-mail address or in a web-enabled information platform with XML data elements.

(6) The appearance of counsel, and each party or representative of each party with authority to enter into a full and complete compromise and settlement, without further consultation, is mandatory. Live appearance by the parties is required unless otherwise ordered by the Court.

(7) Mediation services provided by Oasis, which services include maintaining a web-enabled information platform, the coordination of the collection and exchange of financial documents, coordinating and scheduling the mediation, providing mediation facilities, assignment of a mediator and other related administrative tasks associated with the mediation conference (collectively "Oasis Mediation Services"), shall not exceed the rate of Two Hundred Fifty Dollars ($250.00) per hour, with a two (2) hour minimum ("Mediation Fees"), to be either:

[check as applicable]

______ (a) divided equally between the parties;

______ (b) split between the parties as follows:

________________________________; or

______ (c) to be fully paid by the Plaintiff; or

______ (d) to be fully paid by the Borrower.

This minimum two (2) hour Mediation Fee shall be paid by the responsible party(ies) as indicated above directly to Oasis within twenty (20) days of the date of this Order, and the balance of the Mediation Fee, if any, shall be paid at the conclusion of the Conference. Counsel for the respective parties is responsible for financial arrangements with their clients and timely payment of Mediation Fees.

(8) If at any time one or both of the parties after commencement of the Oasis Mediation Services (i) fails to timely complete the necessary financial document exchange (ii) fails to make themselves available for mediation in a timely manner, or (iii) cancels a mediation conference at least three (3) days prior to the previously scheduled mediation conference date and refuses to reschedule the conference for any reason whatsoever, Oasis shall retain Two Hundred Fifty Dollars ($250.00) of the Mediation Fee as payment for the Mediation Services previously rendered.

(9) Written notice to Oasis of any change or cancellation of the scheduled mediation conference must be given at least three (3) days prior to said conference ("Timely Cancellation Notice"). Failure to provide a Timely Cancellation Notice shall result in Oasis retaining the full Mediation Fee. If the parties desire to reschedule cancelled mediation which did not have a Timely Cancellation Notice, then the party and/or parties responsible for cancelling the original mediation shall pay an additional two (2) hour minimum fee ("Mediation Rescheduling Fee") to Oasis for the rescheduled mediation, unless the Court orders otherwise for exceptional circumstances beyond the parties' control or Oasis agrees to waive same. The Mediation Rescheduling Fee shall be paid by the responsible party and/or parties within ten (10) days of the date of the filing of the Amended Notice of Mediation by Oasis.

(10) The designated Mediator (including Mediators assigned by Oasis), must be Supreme Court certified circuit civil mediators who are specially trained in mortgage foreclosure cases and are ordered and directed to proceed

with mediation in accordance with the Rules of Civil Procedure, which mediation shall be held prior to commencement of the trial period. If any of the parties fails to comply with the obligations set forth herein to ensure that mediation is accomplished expeditiously, the Court may, on its own Motion or on Motion of any party, dismiss the case, strike pleadings, enter default, remove the case from the summary judgment or trial calendar, or impose any other sanctions that it may deem appropriate under the circumstances.

(11) Within ten (10) days of the completed mediation conference, the designated Mediator (including Mediators assigned by Oasis) must complete and file a Mediator Report with the Clerk of Court for Miami-Dade County using the form attached hereto as Exhibit "E".

DONE AND ORDERED in Chambers at Miami-Dade County, Florida, this ______ day of ___________, 20_____.

____

, CIRCUIT COURT JUDGE

Copies furnished to:
Oasis Alliance Corporation
Attorneys of record
Pro Se Litigants

"If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Eleventh Judicial Circuit Court's ADA Coordinator, Lawson E. Thomas Courthouse Center, 175 N.W. 1st Ave., Suite 2702, Miami, FL 33128, Telephone (305) 349-7175; TDD (305) 349-7174, Fax (305) 349-7355 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711."

EXHIBIT A

[Please complete this form online through the Oasis Alliance, Corp. web-enabled information platform at www.foreclosureoasis.org and file original with the Clerk of Court]

IN THE CIRCUIT COURT FOR THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

[Name of Plaintiff]

Plaintiff, Case No.:

vs.

[Names of Defendant(s)]

Defendant(s)

Contact Form

(Certification Pursuant to Eleventh Judicial Circuit Administrative Order No.12-01)

Certificate of Plaintiff's Counsel Regarding Contact Information of the Parties

THE UNDERSIGNED, as counsel of record for Plaintiff and as an officer of the court, certifies the following contact information (name, address, telephone number and e-mail address (if e-mail address is known)) for the Plaintiff, Defendant and their respective counsel (if applicable):

Plaintiff Representative

Name:

Address:

Telephone:

E-Mail:

Defendant

Name:

Address:

Telephone:

E-Mail:

Plaintiff Counsel

Name:

Address:

Telephone:

E-Mail:

Defendant Counsel (if applicable)

Name:

Address:

Telephone:

E-Mail:

As required by Administrative Order 12-01, Plaintiff's counsel will transmit this form electronically to Oasis Alliance, Corp. as the designated mediator for this action, using the approved web-enable information platform at www.foreclosureoasis.org.

Date:

____

[Signature of Plaintiff's Counsel]
[Printed name, address, phone number and Fla. Bar No.]

EXHIBIT B

BORROWER’S FINANCIAL DISCLOSURE FOR MEDIATION

(LOAN MODIFICATION)

FORECLOSURE MEDIATION FINANCIAL WORKSHEET

Case No.:

v.

Plaintiff's Name	First Defendant's Name

SECTION 1: PERSONAL INFORMATION

Borrower's Name		Co-Borrower's Name	
Social Security Number	Date of Birth (mm/dd/yyyy)	Social Security Number	Date of Birth (mm/dd/yyyy)
☐ Married	☐ Civil Union/ Domestic Partner	☐ Married	☐ Civil Union/ Domestic Partner
☐ Separated	☐ Unmarried (single, divorced, widowed)	☐ Separated	☐ Unmarried (single, divorced, widowed)
Dependents (Not listed by Co-Borrower)		Dependents (Not listed by Borrower)	
Present Address (Street, City, State, Zip)		Present Address (Street, City, State, Zip)	

SECTION 2: EMPLOYMENT INFORMATION

Employer	☐ Self Employed	Employer	☐ Self Employed
Position/Title	Date of Employment	Position/Title	Date of Employment
Second Employer		Second Employer	
Position/Title	Date of Employment	Position/Title	Date of Employment
	Borrower	**Co-Borrower**	**Total**
Gross Salary/Wages			
Net Salary/Wages			
Unemployment Income			
Child Support/Alimony			
Disability Income			
Rental Income			
Other Income			
Total (do not include Gross income)			

SECTION 3: EXPENSE AND LIABILITIES

	Monthly Payments	Balance Due
First Mortgage		
Second Mortgage		
Other Liens/Rents		
Homeowners' Association Dues		
Hazard Insurance		
Real Estate Taxes		
Child Care		
Health Insurance		
Medical Charges		
Credit Card/Installment Loan		
Credit Card/Installment Loan		
Credit Card/Installment Loan		
Automobile Loan 1		
Automobile Loan 2		
Auto/Gasoline/Insurance		
Food/Spending Money		
Water/Sewer/Utilities		
Phone/Cell Phone		
Other		
Total		

SECTION 4: ASSETS

	Estimated Value
Personal Residence	
Real Property	
Personal Property	
Automobile 1	
Automobile 2	
Checking Accounts	
Saving Accounts	
IRA/401K/Keogh Accounts	
Stock/Bonds/CDs	
Cash Value of Life Insurance	
Other	
Total	

Reason for Delinquency/Inability to Satisfy Mortgage Obligation:

- ☐ Reduction in income
- ☐ Medical issues
- ☐ Death of family member
- ☐ Poor budget management skills
- ☐ Increase in expenses
- ☐ Business venture failed
- ☐ Loss of Income
- ☐ Divorce/separation
- ☐ Increase in loan payment
- ☐ Other: ____

SECTION 4: ASSETS CON'T

Further Explanation:

I/We obtained a mortgage loan(s) secured by the above-described property.

I/We have described my/our present financial condition and reason for default and have attached required documentation.

I/We consent to the release of this financial worksheet and attachments to the mediator and the Plaintiff or Plaintiff's servicing company by way of the Plaintiff's attorney.

By signing below, I/we certify the information provided is true and correct to the best of my/our knowledge.

Signature of Borrower	SSN	Date
Signature of Co-Borrower	SSN	Date

Please attach the following:

- ✓ Last federal tax return filed
- ✓ Proof of income (e.g. one or two current pay stubs)
- ✓ Past two (2) bank statements
- ✓ If self-employed, attach a copy of the past six month's profit and loss statement

This is an attempt to collect a debt and any information obtained

will be used for that purpose.

Fannie Mae Hardship Form 1021

Home Affordable Modification Program Hardship Affidavit

Borrower Name (first, middle, last):____

Date of Birth:____

Co-Borrower Name (first, middle, last):____

Date of Birth:____

Property Street Address:____

Property City, State, Zip:____

Servicer:____

Loan Number:____

In order to qualify for ______________________________'s ("Servicer") offer to enter into an agreement to modify my loan, I/we am/are submitting this form to the Servicer and indicating by my/our checkmarks the one or more events that contribute to my/our difficulty making payments on my/our mortgage loan:

My income has been reduced or lost. For example: unemployment, underemployment, reduced job hours, reduced pay, or a decline in self-employed business earnings. I have provided details below under "Explanation."

Borrower: Yes ____ No ____ Co-Borrower: Yes ____ No ____

My household financial circumstances have changed. For example: death in family, serious or chronic illness, permanent or short-term disability, increased family responsibilities (adoption or birth of a child, taking care of elderly relatives or other family members). I have provided details below under "Explanation."

Borrower: Yes ____ No ____ Co-Borrower: Yes ____ No ____

My expenses have increased. For example: monthly mortgage payment has increased or will increase, high medical and health-care costs, uninsured losses (such as those due to fires or natural disasters), unexpectedly high utility bills, increased real property taxes. I have provided details below under "Explanation."

Borrower: Yes ____ No ____ Co-Borrower: Yes ____ No ____

My cash reserves are insufficient to maintain the payment on my mortgage load and cover basic living expenses at the same time. Cash reserves include assets such as cash, savings, money market funds, marketable stocks or bonds (excluding retirement accounts). Cash reserves do not include assets that serve as an emergency fund (generally equal to three times my monthly debt payments). I have provided details below under "Explanation."

Borrower: Yes ____ No ____ Co-Borrower: Yes ____ No ____

My monthly debt payments are excessive, and I am overextended with my creditors. I may have used credit cards, home equity loans or other credit to make my monthly mortgage payments. I have provided details below under "Explanation."

Borrower: Yes ____ No ____ Co-Borrower: Yes ____ No ____

There are other reasons I/we cannot make our mortgage payments. I have provided details below under "Explanation."

INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the federal government in order to monitor compliance with federal statutes that prohibit discrimination in housing. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender or servicer may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, the lender or servicer is required to note the information on the basis of visual observation or surname if you have made this request for a loan modification in person. If you do not wish to furnish the information, please check the box below.

BORROWER:
Ethnicity:
____ Hispanic/Latino
____ Not Hispanic/Latino

Race:
____ American Indian/Alaska Native
____ Asian
____ Black/African American
____ Native Hawaiian/Other Pacific Islander
____ White

____ I do not wish to furnish this information

CO-BORROWER:
Ethnicity:
____ Hispanic/Latino
____ Not Hispanic/Latino

Race:
____ American Indian/Alaska Native
____ Asian
____ Black/African American
____ Native Hawaiian/Other Pacific Islander
____ White

____ I do not wish to furnish this information

TO BE COMPLETED BY INTERVIEWER

Interviewer's Name:____

[Print or Type]

Name of Interviewer's Employer:____

Address of Interviewer's Employer:_______________________________________

Face-to-face interview

Interviewer's Signature:____________________________ Date:________________

Address:____

Telephone Number:____

[Include Area Code]

Internet Address:____

BORROWER/CO-BORROWER ACKNOWLEDGEMENT

1. Under penalty of perjury, I/we certify that all of the information in this affidavit is truthful and the event(s) identified above has/have contributed to my/our need to modify the terms of my/our mortgage loan.

2. I/we understand and acknowledge the Servicer may investigate the accuracy of my/our statements, may require me/us to provide supporting documentation, and that knowingly submitting false information may violate Federal law.

3. I/we understand the Servicer will pull a current credit report on all Borrowers obligated on the Note.

4. I/we understand that if I/we have intentionally defaulted on my/our existing mortgage, engaged in fraud or misrepresented any fact(s) in connection with this Hardship Affidavit, or if I/we do not provide all of the required documentation, the Servicer may cancel the Agreement and may pursue foreclosure on my/our home.

5. I/we certify that my/our property is owner-occupied and I/we have not received a condemnation notice.

6. I/we certify that I/we am/are willing to commit to credit counseling if it is determined that my/our financial hardship is related to excessive debt.

7. I/we certify that I/we am/are willing to provide all requested documents and respond to all Servicer communication in a timely manner. I/we understand that time is of the essence.

8. I/we understand that the Servicer will use this information to evaluate my/our eligibility for a loan modification or other workout, but the Servicer is not obligated to offer me/us assistance based solely on the representations in this affidavit.

9. I/we authorize and consent to Servicer disclosing to the U.S. Department of Treasury or other government agency, Fannie Mae and/or Freddie Mac any information provided by me/us or retained by Servicer in connection with the Home Affordable Modification Program.

____________________________	__________	____________________________	__________
Borrower Signature	Date	Co-Borrower Signature	Date

E-mail Address:_________________________ E-mail Address:_________________________
Cell Phone No.:_________________________ Cell Phone No.:_________________________
Home Phone No.:_______________________ Home Phone No.:_______________________
Work Phone No.:_______________________ Work Phone No.:_______________________
Social Security No.:________-____-_______ Social Security No.:________-____-_______

EXPLANATION:

(Provide any further explanation of the hardship making it difficult for you to pay on your mortgage.)

EXHIBIT C

BORROWER'S FINANCIAL DISCLOSURE FOR MEDIATION (SHORT SALE)

In addition to Exhibit A, the Financial Disclosure for Mediation, the following information must be provided to the mediation manager for transmittal to the Plaintiff:

- Signed purchase contract for the homestead residence;
- Listing agreement for sale of the homestead residence;
- Preliminary HUD-1;
- Written permission from the Borrower authorizing the Plaintiff or any agent of the Plaintiff to speak with the real estate agent about the Borrower's loan.

Borrowers should be reminded that the sale MUST be an arm's length transaction, and the property cannot be sold to anyone with close personal or business ties to the Borrower.

EXHIBIT D

BORROWER'S FINANCIAL DISCLOSURE FOR MEDIATION (DEED IN LIEU OF FORECLOSURE)

In addition to the Borrower's submission of FANNIE MAE HARDSHIP FORM 1021 in Exhibit A above, the following information must be submitted by Plaintiff:

- Current title search for the homestead residence.

EXHIBIT E

IN THE CIRCUIT COURT FOR THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

Plaintiff(s), Case No(s).:

vs.

Defendant(s).

____

MEDIATION REPORT

Pursuant to the Court's Order, a Mediation Conference was conducted by *[name of mediator]*, Certified Circuit Civil Mediator, on *[date]*.

1. The following were present:

   a) The Plaintiff's Representative, *[name],* and Plaintiff's attorney, *[name]*.

   b) The Defendant[s], *[name(s)]*, and his/her/their attorney[s], *[name(s)]*.

2. The result of the Mediation Conference is as follows *(Mediator selects only one)*:

   ___ A signed **SETTLEMENT AGREEMENT** was reached during this Conference.

   ___ The parties have reached a total **IMPASSE**.

   ___ The parties have agreed to **ADJOURN** the mediation to *[date]*.

   ___ Mediation has been **TERMINATED**.

[Certificate of Service]