IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

NATIONAL CREDIT UNION ADMINISTRATION BOARD, as Liquidating Agent of Southwest Corporate Federal Credit Union and Members United Corporate Federal Credit Union,	
	Case No.
Plaintiff,	
	JURY TRIAL DEMANDED
v.	
UBS SECURITIES, LLC,	
Defendant.	

<u>COMPLAINT</u>

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Plaintiff, the National Credit Union Administration Board ("NCUA Board"), brings this action in its capacity as Liquidating Agent of Southwest Corporate Federal Credit Union ("Southwest") and Members United Corporate Federal Credit Union ("Members United") (collectively "the Credit Unions") against UBS Securities, LLC ("UBS") as underwriter and seller of certain residential mortgage-backed securities ("RMBS") purchased by the Credit Unions, and alleges as follows:

I. NATURE OF THE ACTION

1. This action arises out of the sale of RMBS to the Credit Unions where UBS acted as underwriter and/or seller of the RMBS.

2. All of the RMBS sold to the Credit Unions were rated as triple-A (the same rating as U.S. Treasury bonds) at the time of issuance.

3. UBS underwrote and sold the RMBS pursuant to registration statements, prospectuses, prospectus supplements, term sheets, free writing prospectuses, and other written materials (collectively, the "Offering Documents"). These Offering Documents contained untrue statements of material fact or omitted to state material facts in violation of Sections 11 and 12(a)(2) of the Securities Act of 1933 ("Securities Act"), 15 U.S.C. §§ 77k, 77*l*(a)(2) ("Section 11" and "Section 12(a)(2)," respectively), the Texas Securities Act, Tex. Rev. Civ. Stat. Ann. art. 581, § 33 ("Texas Blue Sky Law"), and the Illinois Securities Law of 1953, 815 Ill. Comp. Stat. Ann. 5/12 & 13 ("Illinois Blue Sky Law").

4. The Offering Documents described, among other things, the mortgage underwriting standards of the originators who made the mortgages that were pooled and served as the collateral for the RMBS purchased by the Credit Unions ("the Originators").

5. The Offering Documents represented that the Originators adhered to the underwriting guidelines set out in the Offering Documents for the mortgages in the pools collateralizing the RMBS.

6. In fact, the Originators had systematically abandoned the stated underwriting guidelines in the Offering Documents. Because the mortgages in the pools collateralizing the RMBS were largely underwritten without adherence to the underwriting standards in the Offering Documents, the RMBS were significantly riskier than represented.

7. These untrue statements and omissions were material because the value of RMBS is largely a function of the cash flow from the principal and interest payments on the mortgage loans collateralizing the RMBS. Thus, the performance of the RMBS is tied to the borrower's ability to repay the loan.

8. The Credit Unions purchased certain RMBS underwritten and/or sold by UBS as indicated in Table 1 (*infra*). UBS is therefore liable for untrue material statements and omissions of fact in the Offering Documents for these RMBS under Section 11, Section 12(a)(2) and/or the Texas Blue Sky Law and Illinois Blue Sky Law as indicated in Table 1 (*infra*).

Table 1

Underwriter	CUSIP[1]	Issuing Entity	Purchaser	Trade Date	Price Paid	Claims
UBS	12668BB44	Alternative Loan Trust 2006-OA3	Members United	4/5/2006	$40,044,569	§ 11 and Illinois Blue Sky
	02147CAF0	Alternative Loan Trust 2006-OA8	Members United	5/23/2006	$10,000,000	§ 11, § 12(a)(2), and Illinois Blue Sky
	040104SR3	Argent Securities Trust 2006-W3	Members United	3/15/2006	$29,480,000	Illinois Blue Sky

[1] "CUSIP" stands for "Committee on Uniform Securities Identification Procedures." A CUSIP number is used to identify most securities, including certificates of RMBS. *See* CUSIP Number, http://www.sec.gov/answers/cusip.htm.

Underwriter	CUSIP[1]	Issuing Entity	Purchaser	Trade Date	Price Paid	Claims
	126694M62	CHL Mortgage Pass-Through Trust 2006-OA5	Members United	3/3/2006	$25,026,694	§ 11 and Illinois Blue Sky
	126694M96	CHL Mortgage Pass-Through Trust 2006-OA5	Members United	3/3/2006	$15,004,017	§ 11 and Illinois Blue Sky
	35729QAD0	Fremont Home Loan Trust 2006-B	Southwest	7/27/2006	$14,835,000	Texas Blue Sky
	43710BAC0	Home Equity Mortgage Loan Asset-Backed Trust, Series INABS 2007-A	Members United	3/6/2007	$15,000,000	Illinois Blue Sky
	43709RAA2	Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2006-3	Members United	11/17/2006	$50,000,000	Illinois Blue Sky
	43709RAA2	Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2006-3	Southwest	1/24/2007	$9,873,545	Texas Blue Sky
	43709RAA2	Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2006-3	Southwest	1/16/2007	$20,137,878	Texas Blue Sky
	43708DAA4	Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2007-1	Members United	2/1/2007	$35,000,000	Illinois Blue Sky
	43710CAA2	Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2007-2	Members United	3/13/2007	$25,000,000	Illinois Blue Sky
	576429AA2	MASTR Adjustable Rate Mortgages Trust 2007-2	Southwest	2/14/2007	$19,002,886	Texas Blue Sky
	57645TAA5	MASTR Adjustable Rate Mortgages Trust 2007-HF2	Southwest	7/27/2007	$15,000,000	Texas Blue Sky
	57645TAA5	MASTR Adjustable Rate Mortgages Trust 2007-HF2	Members United	2/5/2007	$20,093,653	Illinois Blue Sky
	57644UAE5	MASTR Asset Backed Securities Trust 2006-HE2	Southwest	6/8/2006	$5,000,000	Texas Blue Sky
	57643LRK4	MASTR Asset Backed Securities Trust 2006-WMC1	Southwest	3/9/2006	$9,900,000	Texas Blue Sky
	57645MAE2	MASTR Asset Backed Securities Trust 2006-WMC4	Southwest	11/3/2006	$5,000,000	Texas Blue Sky

Underwriter	CUSIP[1]	Issuing Entity	Purchaser	Trade Date	Price Paid	Claims
	57644DAR4	MASTR Second Lien Trust 2006-1	Members United	1/27/2006	$39,000,000	Illinois Blue Sky
	65538DAA3	Nomura Asset Acceptance Corporation, Alternative Loan Trust, Series 2006-AR4	Members United	11/15/2006	$30,000,000	§ 11

9. The RMBS the Credit Unions purchased suffered a significant drop in market value. The Credit Unions have suffered significant losses from those RMBS purchased despite the NCUA Board's mitigation efforts.

II. PARTIES AND RELEVANT NON-PARTIES

10. The National Credit Union Administration ("NCUA") is an independent agency of the Executive Branch of the United States Government that, among other things, charters and regulates federal credit unions, and operates and manages the National Credit Union Share Insurance Fund ("NCUSIF") and the Temporary Corporate Credit Union Stabilization Fund ("TCCUSF"). The TCCUSF was created in 2009 to allow the NCUA to borrow funds from the United States Department of the Treasury ("Treasury Department") for the purposes of stabilizing corporate credit unions under conservatorship or liquidation, or corporate credit unions threatened with conservatorship or liquidation. The NCUA must repay all monies borrowed from the Treasury Department for the purposes of the TCCUSF by 2021 through assessments against all federally insured credit unions in the country. The NCUSIF insures the deposits of account holders in all federal credit unions and the majority of state-chartered credit unions. The NCUA has regulatory authority over state-chartered credit unions that have their deposits insured by the NCUSIF. The NCUA is under the management of the NCUA Board. *See* Federal Credit Union Act, 12 U.S.C. §§ 1751, 1752a(a) ("FCU Act").

11. Southwest was a federally chartered corporate credit union with its offices and principal place of business in Plano, Texas. As a corporate credit union, Southwest provided investment and financial services to other credit unions.

12. Members United was a federally chartered corporate credit union with its offices and principal place of business in Warrenville, Illinois. Members United was created in mid-2006 by the merger of Empire and Mid-States Corporate Federal Credit Unions. As a corporate credit union, Members United provided investment and financial services to other credit unions.

13. On September 24, 2010, the NCUA Board placed the Credit Unions into conservatorship pursuant to the FCUA, 12 U.S.C. § 1751, *et seq*. On October 31, 2010, the NCUA Board placed the Credit Unions into involuntary liquidation, appointing itself Liquidating Agent.

14. Pursuant to 12 U.S.C. § 1787(b)(2)(A), the NCUA Board as Liquidating Agent has succeeded to all rights, titles, powers, and privileges of the Credit Unions and of any member, account holder, officer or director of the Credit Unions, with respect to the Credit Unions and their assets, including the right to bring the claims asserted in this action. As Liquidating Agent, the NCUA Board has all the powers of the members, directors, officers, and committees of the Credit Unions, and succeeds to all rights, titles, powers, and privileges of the Credit Unions. *See* 12 U.S.C. §1787(b)(2)(A). The NCUA Board may also sue on the Credit Unions' behalf. *See* 12 U.S.C. §§ 1766(b)(3)(A), 1787(b)(2), 1789(a)(2).

15. Prior to being placed into conservatorship and involuntary liquidation, the Credit Unions were two of the largest corporate credit unions in the United States.

16. Any recoveries from this legal action will reduce the total losses resulting from the failure of the Credit Unions. Losses from the Credit Unions' failures must be paid from the

NCUSIF or the TCCUSF. Expenditures from these funds must be repaid through assessments against all federally insured credit unions. Because of the expenditures resulting from the Credit Unions' failures, federally insured credit unions will experience larger assessments, thereby reducing federally insured credit unions' net worth. Reductions in net worth can adversely affect the dividends that individual members of credit unions receive for the savings on deposit at their credit union. Reductions in net worth can also make loans for home mortgages and automobile purchases more expensive and difficult to obtain. Any recoveries from this action will help to reduce the amount of any future assessments on credit unions throughout the system, reducing the negative impact on federally insured credit unions' net worth. Recoveries from this action will benefit credit unions and their individual members by increasing net worth resulting in more efficient and lower-cost lending practices.

17. UBS is an SEC registered broker-dealer. UBS acted as an underwriter and seller of certain RMBS that are the subject of this Complaint as indicated in Table 1 (*supra*). UBS is a Delaware corporation with its principal place of business in Connecticut.

III. JURISDICTION AND VENUE

18. This Court has subject matter jurisdiction pursuant to: (a) 12 U.S.C. § 1789(a)(2), which provides that "[a]ll suits of a civil nature at common law or in equity to which the [NCUA Board] shall be a party shall be deemed to arise under the laws of the United States, and the United States district courts shall have original jurisdiction thereof, without regard to the amount in controversy"; and (b) 28 U.S.C. § 1345, which provides that "the district courts shall have original jurisdiction of all civil actions, suits or proceedings commenced by the United States, or by any agency or officer thereof expressly authorized to sue by Act of Congress."

19. Venue is proper in this District under Section 22 of the Securities Act, 15 U.S.C. § 77v(a) and/or 28 U.S.C. §1391(b)(1), because UBS is a resident of/conducts business in this

District. This Court has personal jurisdiction over UBS because it is a resident of/conducts business in this District.

IV. MORTGAGE ORIGINATION AND THE PROCESS OF SECURITIZATION

20. RMBS are asset-backed securities. A pool or pools of residential mortgages are the assets that back or collateralize the RMBS certificates purchased by investors.

21. Because residential mortgages are the assets collateralizing RMBS, the origination of mortgages commences the process that leads to the creation of RMBS. Originators decide whether to loan potential borrowers money to purchase residential real estate through a process called mortgage underwriting. The originator applies its underwriting standards or guidelines to determine whether a particular borrower is qualified to receive a mortgage for a particular property. The underwriting guidelines consist of a variety of metrics, including: the borrower's debt, income, savings, credit history and credit score; whether the property will be owner-occupied; and the loan-to-value ("LTV") ratio, among other things. Loan underwriting guidelines are designed to ensure that: (1) the borrower has the means to repay the loan, (2) the borrower will likely repay the loan, and (3) the loan is secured by sufficient collateral in the event of default.

22. Historically, originators made mortgage loans to borrowers and held the loans on their own books for the duration of the loan. Originators profited as they collected monthly principal and interest payments directly from the borrower. Originators also retained the risk that the borrower would default on the loan.

23. This changed in the 1970s when the Government National Mortgage Association ("Ginnie Mae"), the Federal National Mortgage Association ("Fannie Mae"), and the Federal Home Loan Mortgage Corporation ("Freddie Mac") (collectively government sponsored enterprises or "GSEs") began purchasing "conforming" or "prime" loans —so-called because

they conformed to guidelines set by the GSEs. The GSEs either sponsored the RMBS issuance (Ginnie Mae) or issued the RMBS themselves after purchasing the conforming loans (Fannie Mae and Freddie Mac). The GSEs securitized the mortgage loans by grouping mortgages into "loan pools," then repackaging the loan pools into RMBS where investors received the cash flow from the mortgage payments. The GSEs guarantee the monthly cash flow to investors on the agency RMBS.

24. More recently, originators, usually working with investment banks, began securitizing "non-conforming loans"—loans originated (in theory) according to private underwriting guidelines adopted by the originators. Non-conforming loans are also known as "nonprime loans" or "private label" and include "Alt-A" and "subprime" loans. Despite the non-conforming nature of the underlying mortgages, the securitizers of such RMBS were able to obtain triple-A credit ratings by using "credit enhancement" (explained *infra*) when they securitized the non-conforming loans.

25. All of the loans collateralizing the RMBS at issue in this Complaint are non-conforming mortgage loans.

26. The issuance of RMBS collateralized by non-conforming loans peaked in 2006. The securitization process shifted the originators' focus from ensuring the ability of borrowers to repay their mortgages, to ensuring that the originator could process (and obtain fees from) an ever-larger loan volume for distribution as RMBS. This practice is known as "originate-to-distribute" ("OTD").

27. Securitization begins with a "sponsor" who purchases loans in bulk from one or more originators. The sponsor transfers title of the loans to an entity called the "depositor."

28. The depositor transfers the loans to a trust called the "issuing entity."

29. The issuing entity issues "notes" and/or "certificates," representing an ownership interest in the cash flow from the mortgage pool underlying the securities (*i.e.*, the principal and interest generated as borrowers make monthly payments on the mortgages in the pool).

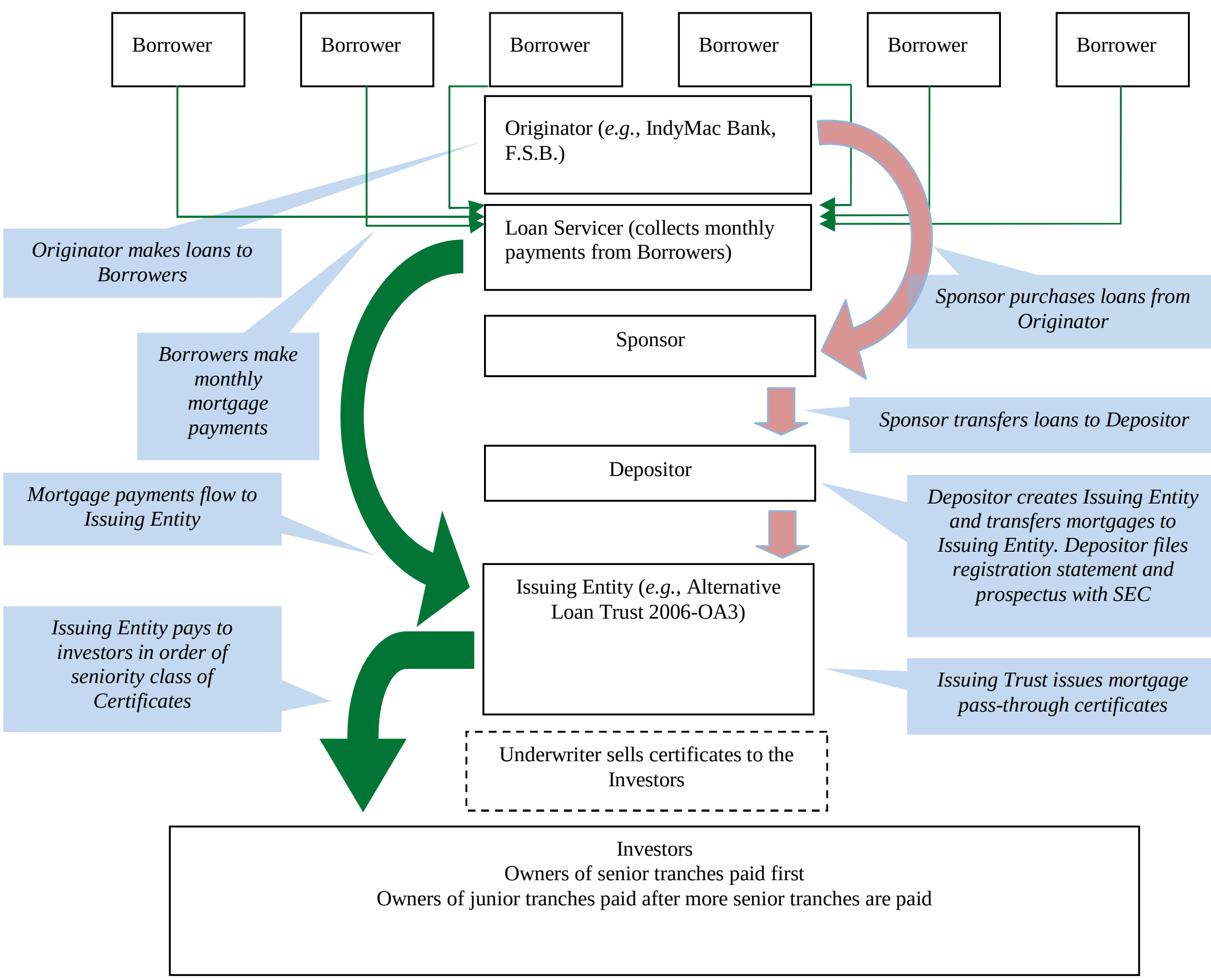
30. The depositor files required documents (such as registration statements and prospectuses) with the SEC so that the certificates can be offered to the public.

31. One or more "underwriters" then sell the notes or certificates to investors.

32. A loan "servicer" collects payments from borrowers on individual mortgages as part of a pool of mortgages, and the issuing entity allocates and distributes the income stream generated from the mortgage loan payments to the RMBS investors.

33. Figure 1 (*infra*) depicts a typical securitization process.

Figure 1
Illustration of the Securitization Process



34. Because securitization, as a practical matter, shifts the risk of default on the mortgage loans from the originator of the loan to the RMBS investor, the originator's adherence to mortgage underwriting guidelines as represented in the offering documents with respect to the underlying mortgage loans is critical to the investors' ability to evaluate the expected performance of the RMBS.

V. RMBS CREDIT RATINGS AND CREDIT ENHANCEMENT

35. RMBS offerings are generally divided into slices or "tranches," each of which represents a different level of risk. RMBS certificates denote the particular tranches of the security purchased by the investor.

36. The credit rating for an RMBS reflects an assessment of the creditworthiness of that RMBS and indicates the level of risk associated with that RMBS. Standard & Poor's ("S&P") and Moody's Investors Service, Inc. ("Moody's") are the credit rating agencies that assigned credit ratings to the RMBS in this case.

37. The credit rating agencies use letter-grade rating systems as shown in Table 2 (*infra*).

Table 2
Credit Ratings

Moody's	S&P	Definitions	Grade Type
Aaa	AAA	Prime (Maximum Safety)	**INVESTMENT GRADE**
Aa1 Aa2 Aa3	AA+ AA AA-	High Grade, High Quality	
A1 A2 A3	A+ A A-	Upper Medium Grade	
Baa1 Baa2 Baa3	BBB+ BBB BBB-	Medium Grade	
Ba2 Ba3	BB BB-	Non-Investment Grade, or Speculative	**SPECULATIVE GRADE**
B1	B+	Highly Speculative, or	

Moody’s	S&P	Definitions	Grade Type
B2 B3	B B-	Substantial Risk	
Caa2 Caa3	CCC+	In Poor Standing	
Ca	CCC CCC-	Extremely Speculative	
C	-	May be in Default	
-	D	Default	

38. Moody’s purportedly awards the coveted “Aaa” rating to structured finance products that are “of the highest quality, with minimal credit risk.” Moody’s Investors Services, Inc., Moody’s Rating Symbols & Definitions at 6 (August 2003), *available at* http://www.rbcpa.com/Moody’s_ratings_and_definitions.pdf. Likewise, S&P rates a product “AAA” when the “obligor’s capacity to meet its financial commitment on the obligation is extremely strong.” Standard & Poor’s, Ratings Definitions, *available at* https://www.globalcreditportal.com/ratingsdirect/renderArticle.do?articleId=1019442&SctArtId=147045&from=CM&nsl_code=LIME.

39. In fact, RMBS could not be sold unless they received one of the highest “investment grade” ratings on most tranches from one or more credit rating agencies, because the primary market for RMBS is institutional investors, such as the Credit Unions, which are generally limited to buying only securities with the highest credit ratings. *See*, *e.g.*, NCUA Credit Risk Management Rule, 12 C.F.R. 704.6(d)(2) (2010) (prohibiting corporate credit unions from investing in securities rated below AA-); *but see*, *e.g.*, Alternatives to the Use of Credit Ratings, 77 Fed. Reg. 74,103 (Dec. 13, 2012) (to be codified at 12 C.F.R. pts. 703, 704, 709, and 742).

40. While the pool of mortgages underlying the RMBS may not have been sufficient to warrant a triple-A credit rating, various forms of "credit enhancement" were used to obtain a triple-A credit rating on the higher tranches of RMBS.

41. One form of credit enhancement is "structural subordination." The tranches, and their risk characteristics relative to each other, are often analogized to a waterfall. Investors in the higher or "senior" tranches are the first to be paid as income is generated when borrowers make their monthly payments. After investors in the most senior tranche are paid, investors in the next subordinate or "junior" tranche are paid, and so on down to the most subordinate or lowest tranche.

42. In the event mortgages in the pool default, the resulting loss is absorbed by the subordinated tranches first.

43. Accordingly, senior tranches are deemed less risky than subordinate tranches and therefore receive higher credit ratings.

44. Another form of credit enhancement is overcollateralization. Overcollateralization is the inclusion of a higher dollar amount of mortgages in the pool than the par value of the security. The spread between the value of the pool and the par value of the security acts as a cushion in the event of a shortfall in expected cash flow.

45. Other forms of credit enhancement include "excess spread," monoline insurance, obtaining a letter of credit, and "cross-collateralization." "Excess spread" involves increasing the interest rate paid to the purchasers of the RMBS relative to the interest rate received on the cash flow from the underlying mortgages. Monoline insurance, also known as "wrapping" the deal, involves purchasing insurance to cover losses from any defaults. Finally, some RMBS are "cross-collateralized," *i.e.*, when a loan group in an RMBS experiences rapid prepayments or

disproportionately high realized losses, principal and interest collected from another tranche is applied to pay principal or interest, or both, to the senior certificates in the loan group experiencing rapid prepayment or disproportionate losses.

VI. THE CREDIT UNIONS' PURCHASES

46. The Credit Unions purchased only the highest-rated tranches of RMBS. All were rated triple-A at the time of issuance. These securities have since been downgraded below investment grade just a few years after they were sold (*see infra* Table 3).

Table 3
Credit Ratings for the Credit Unions' RMBS Purchases

CUSIP	Issuing Entity	Purchaser	Original Rating S&P	Original Rating Moody's	First Downgrade Below Investment Grade S&P	First Downgrade Below Investment Grade Moody's	Recent Rating S&P	Recent Rating Moody's
12668BB44	Alternative Loan Trust 2006-OA3	Members United	AAA 4/4/06	Aaa 3/31/06	BB- 9/1/09	B1 2/19/09	CCC 8/11/11	Caa3* 5/14/13
02147CAF0	Alternative Loan Trust 2006-OA8	Members United	AAA 6/1/06	Aaa 5/26/06	CCC 9/2/09	Caa3 2/19/09	D 10/29/12	Ca 12/9/10
040104SR3	Argent Securities Trust 2006-W3	Members United	AAA 4/3/06	Aaa 3/29/06	CCC 12/4/09	Ba1 12/19/08	CCC 12/4/09	Ca 4/12/10
126694M62	CHL Mortgage Pass-Through Trust 2006-OA5	Members United	AAA 3/3/06	Aaa 2/2806	B+ 8/19/209	B3 2/20/09	CCC 10/5/11	Caa3 12/5/10
126694M96	CHL Mortgage Pass-Through Trust 2006-OA5	Members United	AAA 3/3/06	Aaa 2/28/06	BB 8/19/09	Caa1 2/20/09	CCC 10/5/11	Caa3 12/5/10
35729QAD0	Fremont Home Loan Trust 2006-B	Southwest	AAA 8/9/06	Aaa 8/3/06	B 5/4/09	B1 10/16/08	CCC 10/9/09	Ca 4/29/10

CUSIP	Issuing Entity	Purchaser	Original Rating S&P	Original Rating Moody's	First Downgrade Below Investment Grade S&P	First Downgrade Below Investment Grade Moody's	Recent Rating S&P	Recent Rating Moody's
43710BAC0	Home Equity Mortgage Loan Asset-Backed Trust, Series INABS 2007-A	Members United	AAA 3/20/07	Aaa 3/9/07	CCC 8/4/09	B3 3/17/09	CCC 8/4/09	Caa3 9/15/10
43709RAA2	Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2006-3	Southwest/ Members United	AAA 12/12/06	Aaa 12/7/06	CC 8/4/09	Ba3 4/13/09	CC 8/4/09	Ca 11/29/10
43708DAA4	Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2007-1	Members United	AAA 2/27/07	Aaa 2/9/07	BB+ 10/14/09	B3 2/18/09	B 5/17/13	B3 5/22/13
43710CAA2	Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2007-2	Members United	AAA 3/27/07	Aaa 3/22/07	BB+ 10/14/09	B3 2/18/09	B 5/17/13	B3 5/22/13
576429AA2	MASTR Adjustable Rate Mortgages Trust 2007-2	Southwest	AAA 3/2/07	Aaa 2/27/07	B 8/13/09	Caa1 1/30/09	CCC 2/16/10	Caa2 8/6/10
57645TAA5	MASTR Adjustable Rate Mortgages Trust 2007-HF2	Southwest/ Members United	AAA 8/1/07	Aaa 8/9/07	BB+ 10/27/08	Caa1 1/30/09	CCC 8/19/09	Caa2 8/6/10

CUSIP	Issuing Entity	Purchaser	Original Rating S&P	Original Rating Moody's	First Downgrade Below Investment Grade S&P	First Downgrade Below Investment Grade Moody's	Recent Rating S&P	Recent Rating Moody's
57644UAE5	MASTR Asset Backed Securities Trust 2006-HE2	Southwest	AAA 7/4/06	Aaa 6/29/06	CCC 8/4/09	B3 10/15/08	CCC 8/4/09	Ca 5/5/10
57643LRK4	MASTR Asset Backed Securities Trust 2006-WMC1	Southwest	AAA 3/30/06	Aaa 3/29/06	BB 5/4/09	Ba3 10/15/08	CCC 8/11/11	Ca 5/5/10
57645MAE2	MASTR Asset Backed Securities Trust 2006-WMC4	Southwest	AAA 12/4/06	Aaa 11/30/06	BB 4/3/08	Caa2 10/15/08	CCC 8/4/09	Ca 5/5/10
57644DAR4	MASTR Second Lien Trust 2006-1	Members United	AAA 3/2/06	Aaa 2/24/06	B 8/26/08	Ca 10/27/08	CC 11/24/08	C 11/30/10
65538DAA3	Nomura Asset Acceptance Corporation, Alternative Loan Trust, Series 2006-AR4	Members United	AAA 12/4/06	Aaa 11/30/06	B 1/8/09	Ba3 7/25/08	NR 12/10/12	Ca 9/2/10

47. At the time of purchase, the Credit Unions were not aware of the untrue statements or omissions of material facts in the Offering Documents of the RMBS. If the Credit Unions had known about the Originators' pervasive disregard of underwriting standards—contrary to the representations in the Offering Documents—they would not have purchased the certificates.

48. The securities' substantial loss of market value has injured the Credit Unions and the NCUA Board.

VII. THE ORIGINATORS SYSTEMATICALLY DISREGARDED THE UNDERWRITING GUIDELINES STATED IN THE OFFERING DOCUMENTS

49. The performance and value of RMBS are largely contingent upon borrowers repaying their mortgages. The loan underwriting guidelines ensure that the borrower has the means to repay the mortgage and that the RMBS is secured by sufficient collateral in the event of reasonably anticipated defaults on the underlying mortgage loans.

50. With respect to RMBS collateralized by loans written by originators who systematically disregarded their stated underwriting standards, the following pattern is present:

- a surge in borrower delinquencies and defaults on the mortgages in the pools (*see infra* Section VII.A and Table 4);
- actual gross losses to the underlying mortgage pools within the first 12 months after the offerings exceeded expected gross losses (*see infra* Section VII.B and Figure 2);
- a high percentage of the underlying mortgage loans were originated for distribution, as explained below (*see infra* Table 5 and accompanying allegations); and
- downgrades of the RMBS by credit rating agencies from high, investment-grade ratings when purchased to much lower ratings, including numerous "junk" ratings (*see infra* Section VII.C and *supra* Table 3).

51. These factors support a finding that the Originators failed to originate the mortgages in accordance with the underwriting standards stated in the Offering Documents.

52. This conclusion is corroborated by reports that the Originators who contributed mortgage loans to the RMBS at issue in this Complaint abandoned the underwriting standards described in the Offering Documents (*see infra* Section VII.D).

53. This conclusion is further corroborated by evidence from UBS's due diligence process that RMBS underwritten by UBS were collateralized by a substantial number of loans that were originated contrary to the applicable underwriting standards (*see infra* Section VII.E-F).

A. The Surge in Mortgage Delinquency and Defaults Shortly After the Offerings and the High OTD Practices of the Originators Demonstrate Systematic Disregard of Underwriting Standards

54. Residential mortgages are generally considered delinquent if no payment has been received for more than 30 days after payment is due. Residential mortgages where no payment has been received for more than 90 days (or three payment cycles) are generally considered to be in default.

55. The surge of delinquencies and defaults following the Offerings evidences the systematic flaws in the Originators' underwriting process (*see infra* Table 4).

56. The Offering Documents reported zero or near zero delinquencies and defaults at the time of the Offerings (*see infra* Table 4).

57. The pools of mortgages collateralizing the RMBS experienced delinquency and default rates up to 6.1% within the first three months, up to 14.44% at six months, and up to 30.10% at one year (*see infra* Table 4).

58. As of June 2013, 36.02% of the mortgage collateral across all the RMBS that the Credit Unions purchased was in delinquency, bankruptcy, foreclosure, or real estate owned ("REO"), which means that a bank or lending institution owns the property after a failed sale at a foreclosure auction (*see infra* Table 4).

59. Table 4 (*infra*) reflects the delinquency, foreclosure, bankruptcy, and REO rates on the RMBS as to which claims are asserted in this Complaint. The data presented in the last five columns are from the trustee reports (dates and page references are indicated in the parentheticals). The shadowed rows reflect the group of mortgages in the pool underlying the specific tranches purchased by the Credit Unions; however, some trustee reports include only the aggregate data. For RMBS with multiple groups, aggregate information on all the groups is included because the tranches are cross-collateralized.

Table 4

Delinquency and Default Rates for the Credit Unions' RMBS Purchases

CUSIP	ISSUING ENTITY	RATE AT CUT-OFF DATE FOR OFFERING	1 MO.	3 MOS.	6 MOS.	12 MOS.	RECENT
	Alternative Loan Trust 2006-OA3: Aggregate (P.S. dated Mar., 31, 2006)	Zero. (S-33)	0.25% (Apr., p.8)	1.33% (June, p.8)	2.42% (Sep., p.8)	6.86% (Mar., p.8)	50.49% (June 2013, p.11)
12668BB44	Alternative Loan Trust 2006-OA3: Group 1 *Class 1-A-1 in Group 1 (S-8)	Zero. (S-33)	0.08% (Apr., p.8)	1.28% (June, p.8)	2.14% (Sep., p.8)	7.44% (Mar., p.8)	55.61% (June 2013, p.13)
	Alternative Loan Trust 2006-OA3: Group 2	Zero. (S-33)	0.54% (Apr., p.8)	1.42% (June, p.8)	2.92% (Sep., p.8)	5.9% (Mar., p.8)	44.15% (June 2013, p.15)
	Alternative Loan Trust 2006-OA8: Aggregate (P.S. dated May 30, 2006)	Zero. (S-33)	.44% (June, p.8)	2.69% (Aug., p.8)	4.79% (Nov., p.8)	7.94% (May, p.8)	51.17% (June 2013, p.12)
	Alternative Loan Trust 2006-OA8: Group 1	Zero. (S-33)	.54% (June, p.8)	2.52% (Aug., p.8)	4.97% (Nov., p.8)	7.89% (May, p.8)	45.85% (June 2013, p.14)
02147CAF0	Alternative Loan Trust 2006-OA8: Group 2 *Class 2-A-3 in Group 2. (S-9)	Zero. (S-33)	.35% (June, p.8)	2.86% (Aug., p.8)	4.61% (Nov., p.8)	8% (May, p.8)	59.44% (June 2013, p.16)
	Argent Securities Trust 2006-W3: Aggregate (P.S. dated Mar. 15, 2006)	Zero. (S-13)	0.00% (Apr, p.11)	2.84% (Jun, p.11)	9.33% (Sept, p.11)	21.03% (Mar, p.11)	44.39% (June 2013, p.11)
	Argent Securities Trust 2006-W3: Group 1	Zero. (S-13)	0.00% (Apr, p.12)	2.29% (Jun, p.12)	7.61% (Sept, p.12)	17.93% (Mar, p.12)	40.91% (June 2013, p.16)
040104SR3	Argent Securities Trust 2006-W3: Group 2 *Class A-2C in Group 2 (S-6)	Zero. (S-13)	0.00% (Apr, p.13)	3.51% (Jun, p.13)	11.45% (Sept, p.13)	24.72% (Mar, p.13)	49.78% (June 2013, p.22)

CUSIP	ISSUING ENTITY	RATE AT CUT-OFF DATE FOR OFFERING	1 MO.	3 MOS.	6 MOS.	12 MOS.	RECENT
	CHL Mortgage Pass-Through Trust 2006-OA5: Aggregate (P.S. dated Feb. 28, 2006)	Zero. (S-36)	1.15% (Mar., p.12)	3.11% (May, p.12)	2.71% (Aug., p.12)	5.51% (Feb., p.8)	51.74% (June 2013, p.11)
126694M62	CHL Mortgage Pass-Through Trust 2006-OA5: Group 1 *Class 1-A-1 in Group 1 (S-9)	Zero. (S-36)	1.55% (Mar., p.14)	3.36% (May, p.14)	2.16% (Aug., p.14)	5.04% (Feb, p.8)	54.46% (June 2013, p.13)
126694M96	CHL Mortgage Pass-Through Trust 2006-OA5: Group 2 *Class 2-A-1 in Group 2 (S-9)	Zero. (S-36)	0.3% (Mar., p.16)	3.41% (May, p.16)	3.87% (Aug., p.16)	6.66% (Feb, p.8)	49.61% (June 2013, p.15)
	CHL Mortgage Pass-Through Trust 2006-OA5: Group 3	Zero. (S-36)	1.53% (Mar., p.18)	1.8% (May, p.18)	2.09% (Aug., p.18)	4.61% (Feb, p.8)	50.66% (June 2013, p.17)
	Fremont Home Loan Trust 2006-B: Aggregate (P.S. dated Aug. 3, 2006)	Approx. 2.38% of the pool 1 mortgage loans and 3.52% of the pool 2 mortgage loans more than 30 days delinquent as of July 1, 30 days before the cut-off date. (S-28)	2.9% (Sep., p.11)	7.95% (Nov., p.11)	15.76% (Feb., p.11)	29.31% (Sep., p.11)	42.64% (June 2013, p.10)
	Fremont Home Loan Trust 2006-B: Group 1		2.6% (Sep., p.12)	7.42% (Nov., p.12)	14.83% (Feb., p.12)	27.14% (Sep., p.12)	40.57% (June 2013, p.11)
35729QAD0	Fremont Home Loan Trust 2006-B: Group 2 *Class 2-A-3 in Group 2 Pool 1 (S-12)		84.94% (Sep., p.12)	1.13% (Nov., p.12)	2.93% (Feb., p.12)	6.23% (Sep., p.12)	31.3% (June 2013, p.11)

CUSIP	ISSUING ENTITY	RATE AT CUT-OFF DATE FOR OFFERING	1 MO.	3 MOS.	6 MOS.	12 MOS.	RECENT
	Fremont Home Loan Trust 2006-B: Group 3		1.03% (Sep., p.13)	3.22% (Nov., p.13)	7.65% (Feb., p.13)	9.05% (Sep., p.13)	22.09% (June 2013, p.12)
	Fremont Home Loan Trust 2006-B: Group 4		3.51% (Sep., p.13)	9.25% (Nov., p.13)	18.41% (Feb., p.13)	34.84% (Sep., p.13)	48.68% (June 2013, p.12)
	Fremont Home Loan Trust 2006-B: Group 5		0.31% (Sep., p.14)	1.6% (Nov., p.14)	3.53% (Feb., p.14)	10.36% (Sep., p.14)	29.18% (June 2013, p.13)
	Fremont Home Loan Trust 2006-B: Group 6		3.15% (Sep., p.14)	10.14% (Nov., p.14)	17.71% (Feb., p.14)	23.08% (Sep., p.14)	8.34% (June 2013, p.13)
	Home Equity Mortgage Loan Asset-Backed Trust, Series INABS 2007-A: Aggregate (P.S dated Mar. 12, 2007)	Zero. (S-14)	0.06% (Apr, p.11)	5.02% (June, p.11)	13.86% (Sept, p.11)	29.63% (Mar, p.11)	47.78% (June 2013, p.11)
	Home Equity Mortgage Loan Asset-Backed Trust, Series INABS 2007-A: Group 1	Zero. (S-14)	0.02% (Apr, p.12)	4.22% (June, p.12)	12.37% (Sept, p.12)	28.42% (Mar, p.13)	40.91% (June 2013, p.16)
43710BAC0	Home Equity Mortgage Loan Asset-Backed Trust, Series INABS 2007-A: Group 2 *Class 2A-2 in Group 2 (S-9)	Zero. (S-14)	0.07% (Apr, p.13)	5.33% (June, p.13)	14.44% (Sept, p.13)	30.10% (Mar, p.15)	50.49% (June 2013, p.22)
43709RAA2	Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2006-3 (P.S. dated Dec.,6, 2006)	Zero. (S-12)	0.03% (Jan, p.10)	2.22% (Mar, p.10)	5.50% (June, p.10)	17.18% (Dec, p.10)	5.04% (June 2013, p.11)

CUSIP	ISSUING ENTITY	RATE AT CUT-OFF DATE FOR OFFERING	1 MO.	3 MOS.	6 MOS.	12 MOS.	RECENT
43708DAA4	Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2007-1 (PS. dated Feb.,13, 2007)	Zero (Risk Factors)	0.00% (Mar, p.10)	3.33% (May, p.10)	7.75% (Aug, p.10)	21.53% (Feb, p.10)	3.78 (June 2013, p.11)
43710CAA2	Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2007-2 (P.S. dated Mar. 21, 2007)	Zero. (Risk Factors)	0.00% (Apr, p.12)	3.18% (June, p.12)	7.41% (Sept, p.12)	15.52% (Mar, p.12)	6.87% (June 2013, p.12)
576429AA2	MASTR Adjustable Rate Mortgages Trust 2007-2 (P.S. dated Feb. 26, 2007)	Zero. (Description of the Loans)	1.69% (Mar., p.9)	2.18% (May, p.9)	4.61% (Aug., p.9)	14.29% (Feb., p.9)	41.87% (June 2013, p.9)
57645TAA5	MASTR Adjustable Rate Mortgages Trust 2007-HF2: Aggregate (P.S. dated July 30, 2006)	Zero. (Description of the Loans)	2.77% (Aug., p.9)	15.87% (Oct., p.9)	14.71% (Jan., p.9)	24.96% (July, p.9)	28.68% (June 2013, p.9)
	MASTR Adjustable Rate Mortgages Trust 2007-HF2: Group 1		2.58% (Aug., p.10)	13.23% (Oct., p.10)	13.79% (Jan., p.10)	20.71% (July, p.10)	24.72% (June 2013, p.10)
	MASTR Adjustable Rate Mortgages Trust 2007-HF2: Group 2		2.88% (Aug., p.10)	17.42% (Oct., p.10)	15.24% (Jan., p.10)	27.41% (July, p.10)	31.48% (June 2013, p.10)
57644UAE5	MASTR Asset Backed Securities Trust 2006-HE2: Aggregate (P.S. dated June 8, 2006)		2.75% (July, p.10)	9.85% (Sep., p.10)	15.01% (Dec., p.10)	26.72% (June, p.10)	48.97% (June 2013, p.9)
	MASTR Asset Backed Securities Trust 2006-HE2: Group 1		1.39% (July, p.11)	6.36% (Sep., p.11)	9.34% (Dec., p.11)	15.01% (June, p.12)	22.37% (June 2013, p.10)

CUSIP	ISSUING ENTITY	RATE AT CUT-OFF DATE FOR OFFERING	1 MO.	3 MOS.	6 MOS.	12 MOS.	RECENT
	MASTR Asset Backed Securities Trust 2006-HE2: Group 2		3.05% (July, p.11)	10.63% (Sep,, p.11)	16.32% (Dec., p.11)	29.35% (June, p.12)	58.5% (June 2013, p.10)
57643LRK4	MASTR Asset Backed Securities Trust 2006-WMC1: Aggregate (P.S. dated Mar. 24, 2006)		1.94% (Apr., p.10)	3.02% (June, p.10)	7.3% (Sep., p.10)	15.51% (Mar., p.10)	28.1% (June 2013, p.9)
	MASTR Asset Backed Securities Trust 2006-WMC1: Group 1		1.05% (Apr., p.11)	2.1% (June, p.11)	5.41% (Sep., p.11)	12.11% (Mar., p.11)	16.59% (June 2013, p.10)
	MASTR Asset Backed Securities Trust 2006-WMC1: Group 2		2.11% (Apr., p.11)	3.19% (June, p.11)	7.67% (Sep., p.11)	16.17% (Mar., p.11)	30.37% (June 2013, p.10)
	MASTR Asset Backed Securities Trust 2006-WMC4: Aggregate (P.S. dated Nov. 3, 2006)		3.53% (Dec., p.11)	7.53% (Feb., p.11)	13.4% (May, p.11)	26.48% (Nov., p.11)	40.22% (June 2013, p.10)
	MASTR Asset Backed Securities Trust 2006-WMC4: Group 1		1.58% (Dec., p.12)	3.88% (Feb., p.12)	5.81% (May, p.13)	13.59% (Nov., p.13)	32.8% (June 2013, p.11)
57645MAE2	MASTR Asset Backed Securities Trust 2006-WMC4: Group 2 *Class A-5 in Group 2 (Summary)		3.67% (Dec., p.12)	5.25% (Feb., p.12)	13.99% (May, p.13)	14.37% (Nov., p.13)	52.53% (June 2013, p.11)
	MASTR Asset Backed Securities Trust 2006-WMC4: Group 3		2.92% (Dec., p.13)	7.59% (Feb., p.13)	12.06% (May, p.14)	27.24% (Nov., p.14)	45.16% (June 2013, p.12)

CUSIP	ISSUING ENTITY	RATE AT CUT-OFF DATE FOR OFFERING	1 MO.	3 MOS.	6 MOS.	12 MOS.	RECENT
	MASTR Asset Backed Securities Trust 2006-WMC4: Group 4		2.55% (Dec., p.13)	5.43% (Feb., p.13)	8.78% (May, p.14)	14.51% (Nov., p.14)	33.18% (June 2013, p.12)
	MASTR Asset Backed Securities Trust 2006-WMC4: Group 5		2.08% (Dec., p.14)	6.57% (Feb., p.14)	10.47% (May, p.15)	20.9% (Nov., p.15)	42.29% (June 2013, p.13)
	MASTR Asset Backed Securities Trust 2006-WMC4: Group 6		4.6% (Dec., p.14)	9.21% (Feb., p.14)	17.41% (May, p.15)	33.96% (Nov., p.15)	43.69% (June 2013, p.13)
57644DAR4	MASTR Second Lien Trust 2006-1 (P.S. dated Feb. 23, 2006)	0.74% were more than 30 days but less than 60 days Delinquent (S-21)	4.67% (Mar., p.9)	6.1% (May, p.9)	7.56% (Aug., p.9)	11.23% (Feb., p.9)	5.4% (June 2013, p.9)
65538DAA3	Nomura Asset Acceptance Corporation, Alternative Loan Trust, Series 2006-AR4 (P.S. dated Nov. 30, 2006)	Zero. (S-34)	0.26% (Dec., p.9)	2.69% (Feb., p.9)	7.32% (May, p.9)	22.82% (Jan., p.9)	38.13% (June 2013, p.9)

60. This early spike in delinquencies and defaults, which occurred almost immediately after these RMBS were purchased by the Credit Unions, was later discovered to be indicative of the Originators' systematic disregard of their stated underwriting guidelines.

61. The phenomenon of borrower default shortly after origination of the loans is known as "Early Payment Default." Early Payment Default evidences borrower misrepresentations and other misinformation in the origination process, resulting from the systematic failure of the Originators to apply the underwriting guidelines described in the Offering Documents.

62. In January 2011, the Financial Stability Oversight Council ("FSOC"), chaired by United States Treasury Secretary Timothy Geithner, issued a report analyzing the effects of risk retention requirements in mortgage lending on the broader economy. *See* FIN. STABILITY OVERSIGHT COUNCIL, MACROECONOMIC EFFECTS OF RISK RETENTION REQUIREMENTS (2011) ("FSOC Risk Retention Report"). The FSOC Risk Retention Report focused on stabilizing the mortgage lending industry through larger risk retention requirements in the industry that can "incent better lending decisions" and "help to mitigate some of the pro-cyclical effects securitization may have on the economy." *Id*. at 2.

63. The FSOC Risk Retention Report observed that the securitization process often incentivizes poor underwriting by shifting the risk of default from the originators to the investors, while obscuring critical information concerning the actual nature of the risk. The FSOC Risk Retention Report stated:

> The securitization process involves multiple parties with varying incentives and information, thereby breaking down the traditional direct relationship between borrower and lender. The party setting underwriting standards and making lending decisions (the originator) and the party making structuring decisions (the securitizer) are often exposed to minimal or no credit risk. By contrast, the party that is most exposed to credit risk (the investor) often has less influence over underwriting standards and may have less information about the borrower. As a result, originators and securitizers that do not retain risk can, at least in the short run, maximize their own returns by lowering underwriting standards in ways that investors may have difficulty detecting. The originate-to-distribute model, as it was conducted, exacerbated this weakness by compensating originators and securitizers based on volume, rather than on quality.

Id. at 3.

64. Indeed, originators that wrote a high percentage of their loans for distribution were more likely to disregard underwriting standards, resulting in poorly performing mortgages, in contrast to originators that originated and then held most of their loans.

65. High OTD originators profited from mortgage origination fees without bearing the risks of borrower default or insufficient collateral in the event of default. Divorced from these risks, high OTD originators were incentivized to push loan quantity over quality.

66. Table 5 (*infra*) shows the percentage of loans originated for distribution relative to all the loans made by the Originators for the years 2005, 2006 and 2007, for those Originators in this Complaint with high OTD percentages. The data was obtained from the Home Mortgage Disclosure Act database.

Table 5
Originator "Originate-to-Distribute" Percentages

Originator Name	OTD % 2005	OTD% 2006	OTD % 2007
American Home Mortgage Corp.	91.9	62.4	
American Home Mortgage Investment Corp.	100	100	100
American Lending Group	100	100	100
Argent Mortgage Company, LLC	80.6	87.4	89.4
Countrywide Home Loans, Inc.	98.5	96.5	98.4
First National Bank of Nevada	88	79.9	89.4
First Street Financial, Inc.	90.9	98	
Fremont Investment & Loan	91.2	85.2	94
IndyMac Bank, F.S.B.	81.1	87.7	82.8
Mandalay Mortgage		99	
New Century Mortgage Corporation	92.4	84.2	
Option One Mortgage Corp.	92.2	72.7	58.2
People's Choice Home Loan, Inc.	83.4	87.8	
WMC Mortgage Corp.	100	100	100

B. The Surge in Actual Versus Expected Cumulative Gross Losses is Evidence of the Originators' Systematic Disregard of Underwriting Standards

67. The actual defaults in the mortgage pools underlying the RMBS the Credit Unions purchased exceeded expected defaults so quickly and by so wide a margin that a significant

portion of the mortgages could not have been underwritten as represented in the Offering Documents.

68. Every month, the RMBS trustee reports the number and outstanding balance of all loans in the mortgage pools that have defaulted. The running total of this cumulative default balance is referred to as the "gross loss."

69. When defaulted loans are foreclosed upon, the proceeds from the foreclosures are distributed to the investors and any shortfall on the defaulted loan balances is realized as a loss. The running total of this cumulative realized loss (defaulted loan balance minus recovery in foreclosure) is referred to as the "net loss."

70. "Actual loss" is the economic loss the mortgage pool experiences *in fact*. So "actual gross loss" is the *actual* cumulative sum of the balance of the loans in default for a particular security. Likewise, "actual net loss" is the *actual* cumulative realized loss on defaulted loans after foreclosure.

71. At the time a security is rated, the rating agency calculates an amount of "expected loss" using a model based on historical performance of similar securities. So "expected gross loss" is the *expected* cumulative sum of the balance of the loans in default for a particular security. Likewise, "expected net loss" is the *expected* cumulative realized loss on defaulted loans after foreclosure. The amount of expected net loss drives the credit ratings assigned to the various tranches of RMBS.

72. Each credit rating has a "rating factor," which can be expressed in multiples of the amount of credit enhancement over expected net loss (in equation form: CE/ENL = RF). Thus, the rating factor expresses how many times the expected net loss is covered by credit enhancement. A "triple-A" rated security would have a rating factor of "5," so would require

credit enhancement of five times the amount of the expected net loss. A "double-A rating" would have a rating factor of "4," and thus would require credit enhancement equaling four times the expected net loss. A "single-A" rating would have a rating factor of "3" and would require credit enhancement of three times expected net loss. A "Baa" rating would require credit enhancement of 2—1.5 times expected net loss, and a "Ba" rating or lower requires some amount of credit enhancement less than 1.5 times expected net loss.

73. Accordingly, by working backwards from this equation, one can infer expected net loss in an already-issued offering. For example, assume there is a $100 million offering backed by $100 million of assets, with a triple-A rated senior tranche with a principal balance of $75 million. This means the non-senior tranches, in aggregate, have a principal balance of $25 million. The $25 million amount of the non-senior tranches in this hypothetical offering serves as the credit enhancement for the senior tranche. Therefore, on our hypothetical $100 million offering, the expected net loss would be $5 million, which is the amount of the credit enhancement on the triple-A rated senior tranche—$25 million—divided by the rating factor for triple-A rated securities—5. The following equation illustrates: $25,000,000/5 = $5,000,000.

74. Expected gross loss can be then mathematically derived by applying an "expected recovery rate" to the expected net loss (EGL = ENL/(1 – ERR)).

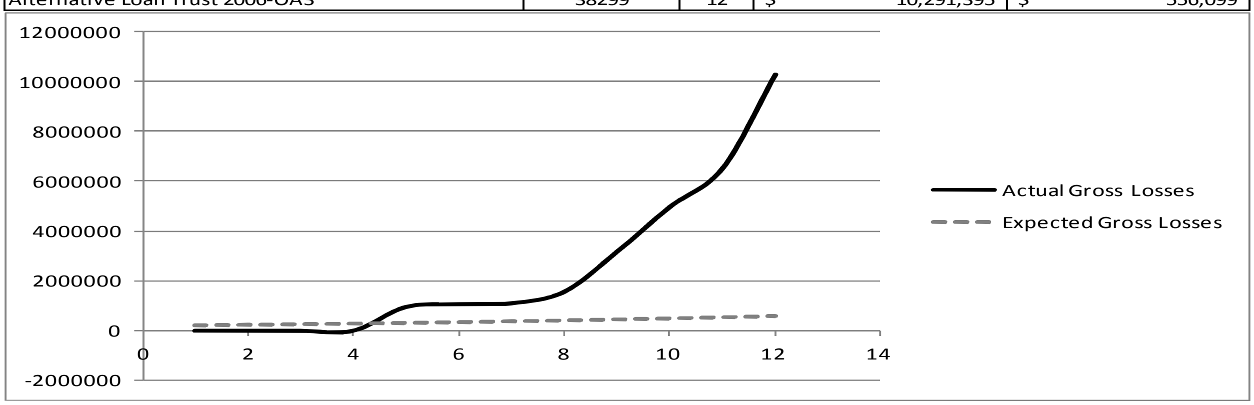
75. A comparison of actual gross losses to expected gross losses for a particular security can be made graphically by plotting the actual versus expected loss data on a line graph. Figure 2 (*infra*) is a series of such line graphs. Figure 2 illustrates the actual gross loss (again, actual defaults) the pools backing the RMBS purchased by the Credit Unions experienced in the first twelve months after issuance compared to the expected gross loss (again, expected defaults) for those pools during the same time period.

76. The actual gross loss data in Figure 2 (*infra*) was obtained from ABSNET, a resource for asset-backed securities related data. The expected gross losses were calculated by "grossing up" the rating-implied expected net losses using an expected recovery rate of 85%.

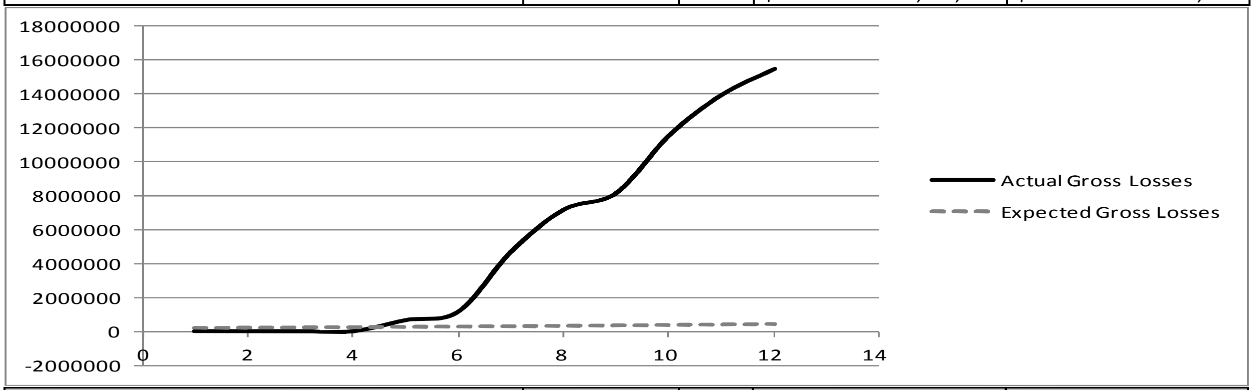
77. As the graphs show, the actual gross losses (the solid lines) far exceeded the expected gross losses (the dotted lines) for the period analyzed. That means that the actual balance of defaulted loans in the first twelve months following issuance far exceeded the expected balance of defaulted loans based on historical performance.

Figure 2
Illustration of Expected Gross Losses v. Actual Gross Losses for The Credit Unions' RMBS Purchases

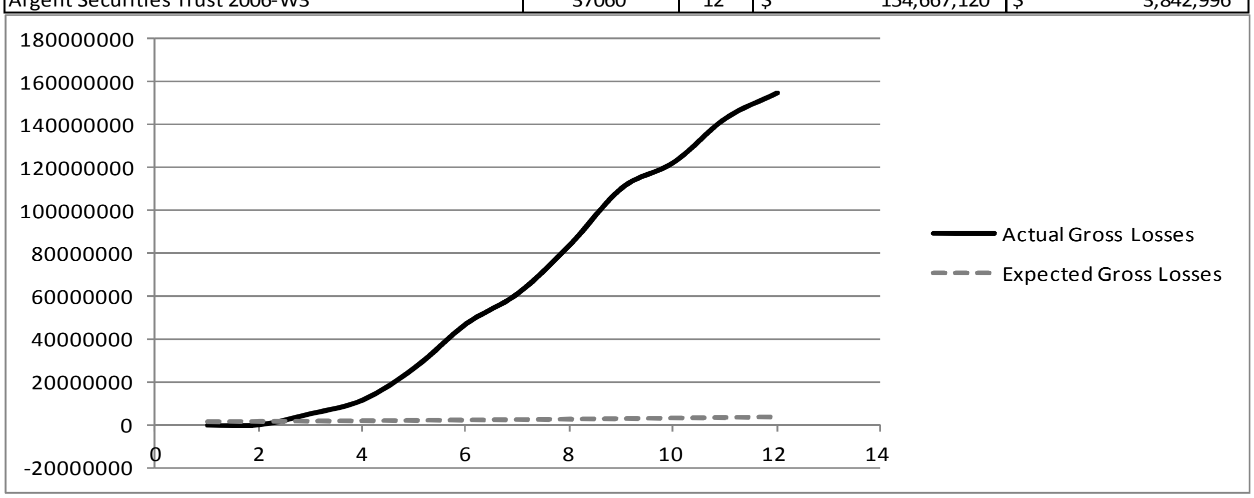
Issuing Entity	ABSNet Deal Id	Month	Actual Gross Losses	Expected Gross Losses
Alternative Loan Trust 2006-OA3	38299	1	$ -	$ 213,171
Alternative Loan Trust 2006-OA3	38299	2	$ -	$ 232,836
Alternative Loan Trust 2006-OA3	38299	3	$ -	$ 254,274
Alternative Loan Trust 2006-OA3	38299	4	$ -	$ 277,636
Alternative Loan Trust 2006-OA3	38299	5	$ 955,494	$ 303,087
Alternative Loan Trust 2006-OA3	38299	6	$ 1,060,898	$ 330,801
Alternative Loan Trust 2006-OA3	38299	7	$ 1,104,814	$ 360,968
Alternative Loan Trust 2006-OA3	38299	8	$ 1,567,285	$ 393,787
Alternative Loan Trust 2006-OA3	38299	9	$ 3,178,068	$ 429,474
Alternative Loan Trust 2006-OA3	38299	10	$ 4,972,357	$ 468,257
Alternative Loan Trust 2006-OA3	38299	11	$ 6,529,849	$ 510,380
Alternative Loan Trust 2006-OA3	38299	12	$ 10,291,395	$ 556,099



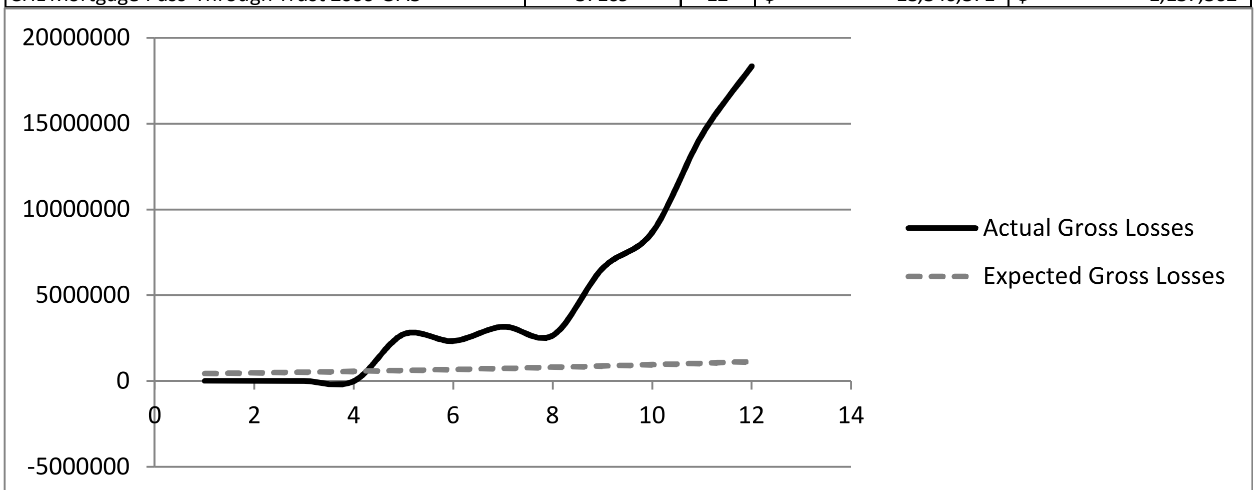
Issuing Entity	ABSNet Deal Id	Month	Actual Gross Losses	Expected Gross Losses
Alternative Loan Trust 2006-OA8	38300	1	$ -	$ 183,619
Alternative Loan Trust 2006-OA8	38300	2	$ -	$ 200,558
Alternative Loan Trust 2006-OA8	38300	3	$ -	$ 219,024
Alternative Loan Trust 2006-OA8	38300	4	$ -	$ 239,148
Alternative Loan Trust 2006-OA8	38300	5	$ 656,425	$ 261,071
Alternative Loan Trust 2006-OA8	38300	6	$ 1,157,470	$ 284,943
Alternative Loan Trust 2006-OA8	38300	7	$ 4,689,254	$ 310,927
Alternative Loan Trust 2006-OA8	38300	8	$ 7,178,900	$ 339,197
Alternative Loan Trust 2006-OA8	38300	9	$ 8,166,133	$ 369,936
Alternative Loan Trust 2006-OA8	38300	10	$ 11,560,191	$ 403,343
Alternative Loan Trust 2006-OA8	38300	11	$ 13,967,121	$ 439,627
Alternative Loan Trust 2006-OA8	38300	12	$ 15,499,463	$ 479,008



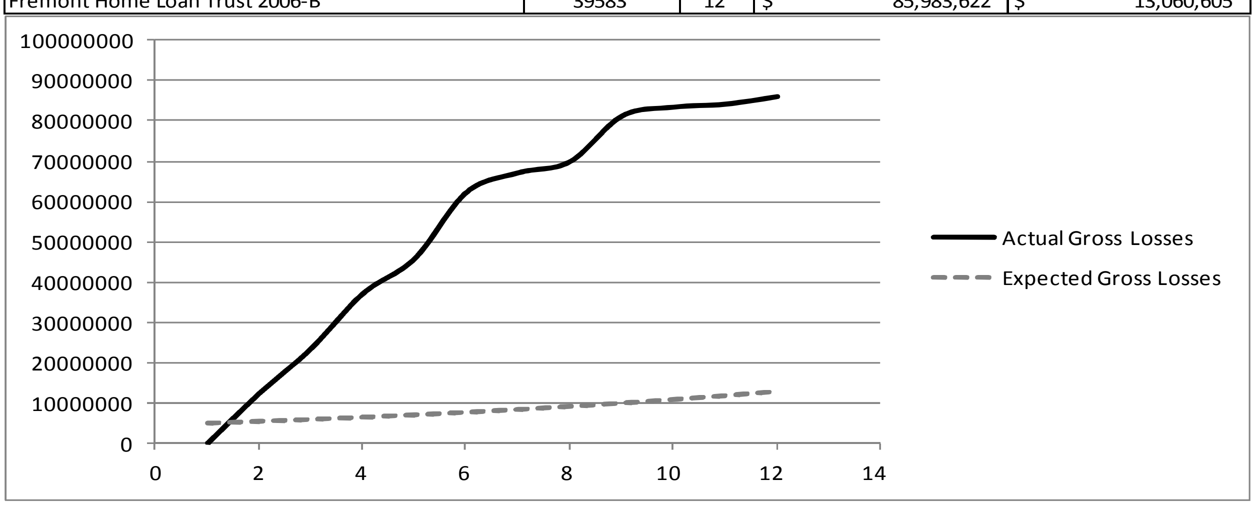
Issuing Entity	ABSNet Deal Id	Month	Actual Gross Losses	Expected Gross Losses
Argent Securities Trust 2006-W3	37060	1	$ -	$ 1,473,144
Argent Securities Trust 2006-W3	37060	2	$ 256,586	$ 1,609,042
Argent Securities Trust 2006-W3	37060	3	$ 5,420,493	$ 1,757,191
Argent Securities Trust 2006-W3	37060	4	$ 11,864,322	$ 1,918,642
Argent Securities Trust 2006-W3	37060	5	$ 26,874,355	$ 2,094,523
Argent Securities Trust 2006-W3	37060	6	$ 47,351,147	$ 2,286,047
Argent Securities Trust 2006-W3	37060	7	$ 61,552,536	$ 2,494,514
Argent Securities Trust 2006-W3	37060	8	$ 84,124,904	$ 2,721,316
Argent Securities Trust 2006-W3	37060	9	$ 110,465,658	$ 2,967,935
Argent Securities Trust 2006-W3	37060	10	$ 122,369,506	$ 3,235,953
Argent Securities Trust 2006-W3	37060	11	$ 142,822,699	$ 3,527,048
Argent Securities Trust 2006-W3	37060	12	$ 154,667,120	$ 3,842,996



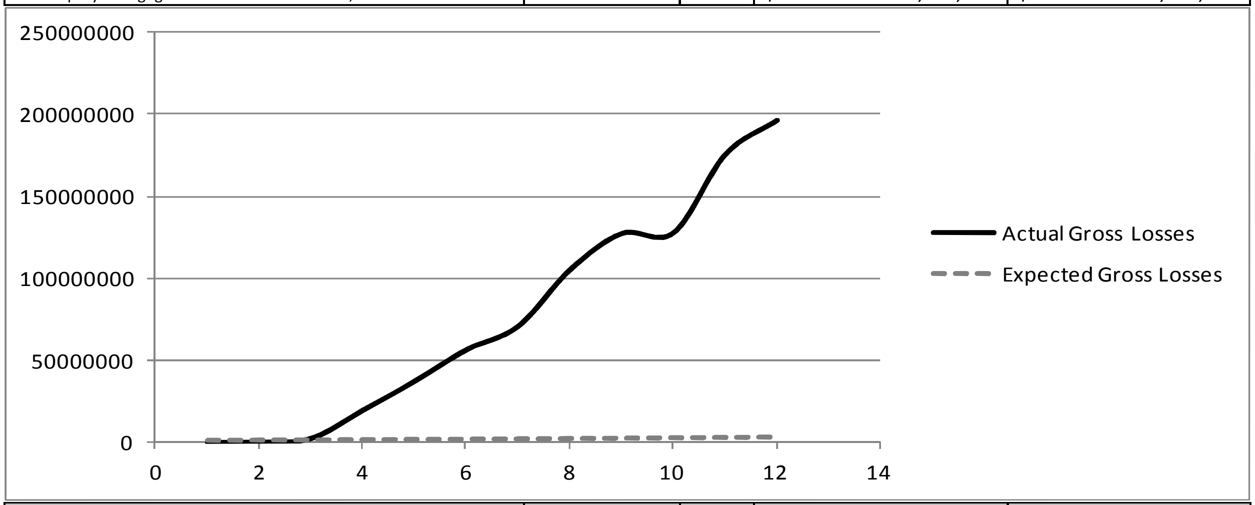
Issuing Entity	ABSNet Deal Id	Month	Actual Gross Losses	Expected Gross Losses
CHL Mortgage Pass-Through Trust 2006-OA5	37169	1	$ -	$ 436,064
CHL Mortgage Pass-Through Trust 2006-OA5	37169	2	$ -	$ 476,291
CHL Mortgage Pass-Through Trust 2006-OA5	37169	3	$ -	$ 520,145
CHL Mortgage Pass-Through Trust 2006-OA5	37169	4	$ -	$ 567,936
CHL Mortgage Pass-Through Trust 2006-OA5	37169	5	$ 2,730,487	$ 619,998
CHL Mortgage Pass-Through Trust 2006-OA5	37169	6	$ 2,334,269	$ 676,691
CHL Mortgage Pass-Through Trust 2006-OA5	37169	7	$ 3,170,338	$ 738,399
CHL Mortgage Pass-Through Trust 2006-OA5	37169	8	$ 2,660,705	$ 805,535
CHL Mortgage Pass-Through Trust 2006-OA5	37169	9	$ 6,567,929	$ 878,536
CHL Mortgage Pass-Through Trust 2006-OA5	37169	10	$ 8,666,877	$ 957,872
CHL Mortgage Pass-Through Trust 2006-OA5	37169	11	$ 14,336,824	$ 1,044,039
CHL Mortgage Pass-Through Trust 2006-OA5	37169	12	$ 18,346,571	$ 1,137,562



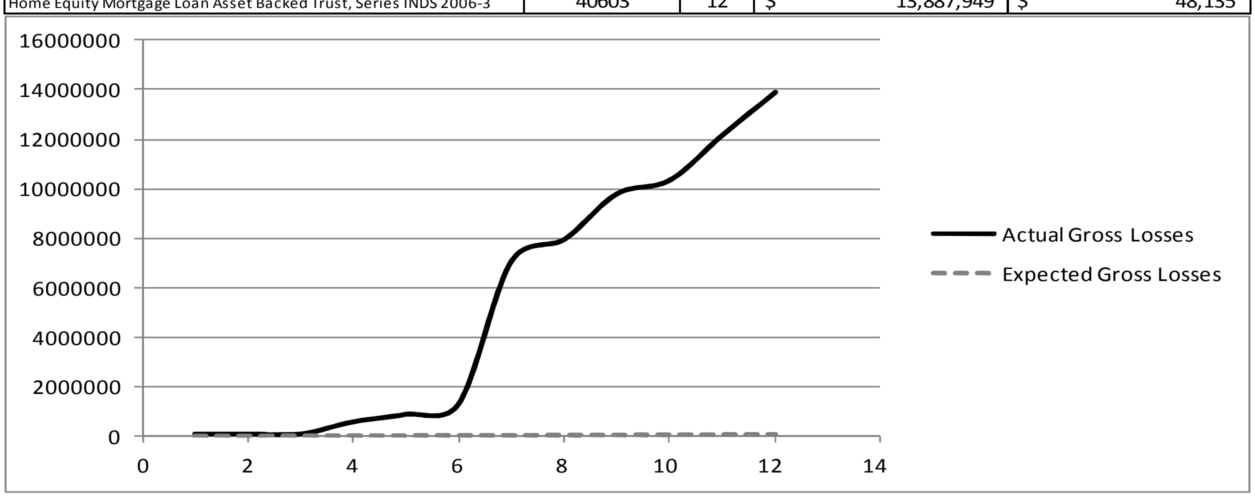
Issuing Entity	ABSNet Deal Id	Month	Actual Gross Losses	Expected Gross Losses
Fremont Home Loan Trust 2006-B	39583	1	$ -	$ 5,006,552
Fremont Home Loan Trust 2006-B	39583	2	$ 12,366,188	$ 5,468,407
Fremont Home Loan Trust 2006-B	39583	3	$ 23,507,999	$ 5,971,899
Fremont Home Loan Trust 2006-B	39583	4	$ 37,131,460	$ 6,520,596
Fremont Home Loan Trust 2006-B	39583	5	$ 45,817,632	$ 7,118,336
Fremont Home Loan Trust 2006-B	39583	6	$ 62,271,017	$ 7,769,240
Fremont Home Loan Trust 2006-B	39583	7	$ 67,083,754	$ 8,477,727
Fremont Home Loan Trust 2006-B	39583	8	$ 69,887,602	$ 9,248,521
Fremont Home Loan Trust 2006-B	39583	9	$ 81,167,537	$ 10,086,669
Fremont Home Loan Trust 2006-B	39583	10	$ 83,386,428	$ 10,997,541
Fremont Home Loan Trust 2006-B	39583	11	$ 84,123,258	$ 11,986,841
Fremont Home Loan Trust 2006-B	39583	12	$ 85,983,622	$ 13,060,605



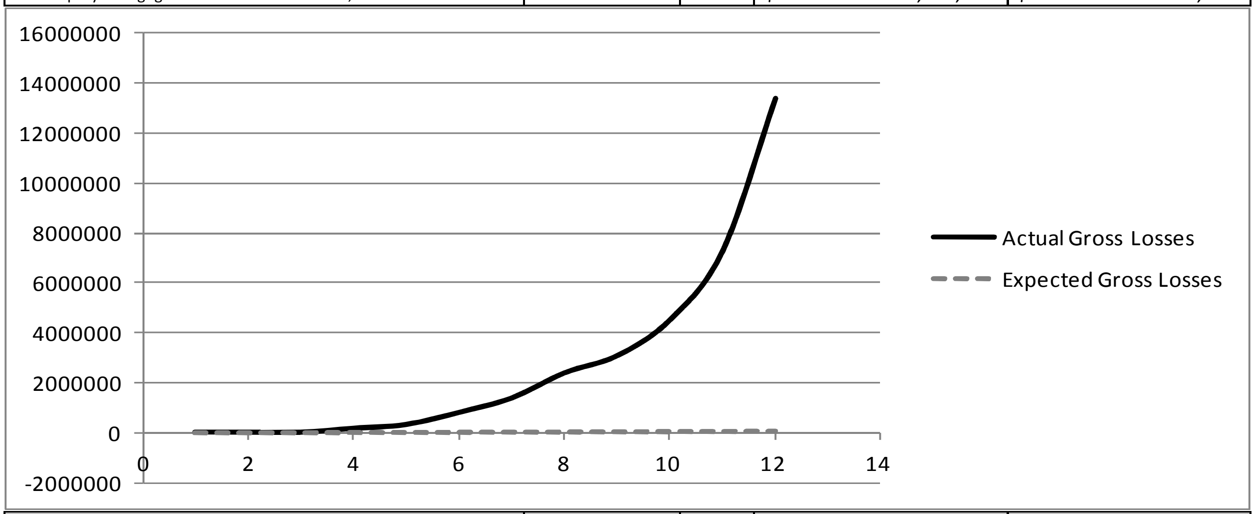
Issuing Entity	ABSNet Deal Id	Month	Actual Gross Losses	Expected Gross Losses
Home Equity Mortgage Loan Asset Backed Trust, Series INABS 2007-A	41112	1	$ 212,235	$ 1,240,847
Home Equity Mortgage Loan Asset Backed Trust, Series INABS 2007-A	41112	2	$ 338,964	$ 1,355,316
Home Equity Mortgage Loan Asset Backed Trust, Series INABS 2007-A	41112	3	$ 2,689,936	$ 1,480,103
Home Equity Mortgage Loan Asset Backed Trust, Series INABS 2007-A	41112	4	$ 19,790,801	$ 1,616,095
Home Equity Mortgage Loan Asset Backed Trust, Series INABS 2007-A	41112	5	$ 37,542,381	$ 1,764,242
Home Equity Mortgage Loan Asset Backed Trust, Series INABS 2007-A	41112	6	$ 56,680,821	$ 1,925,565
Home Equity Mortgage Loan Asset Backed Trust, Series INABS 2007-A	41112	7	$ 71,006,713	$ 2,101,160
Home Equity Mortgage Loan Asset Backed Trust, Series INABS 2007-A	41112	8	$ 105,379,615	$ 2,292,197
Home Equity Mortgage Loan Asset Backed Trust, Series INABS 2007-A	41112	9	$ 127,436,984	$ 2,499,927
Home Equity Mortgage Loan Asset Backed Trust, Series INABS 2007-A	41112	10	$ 127,989,564	$ 2,725,682
Home Equity Mortgage Loan Asset Backed Trust, Series INABS 2007-A	41112	11	$ 175,625,502	$ 2,970,875
Home Equity Mortgage Loan Asset Backed Trust, Series INABS 2007-A	41112	12	$ 196,426,274	$ 3,237,002



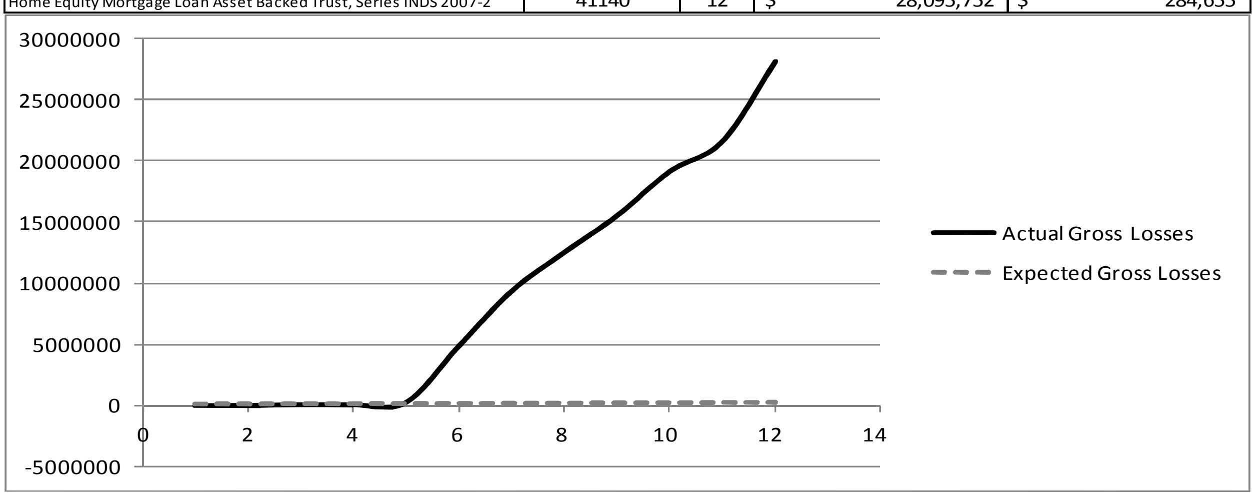
Issuing Entity	ABSNet Deal Id	Month	Actual Gross Losses	Expected Gross Losses
Home Equity Mortgage Loan Asset Backed Trust, Series INDS 2006-3	40603	1	$ 62,939	$ 18,452
Home Equity Mortgage Loan Asset Backed Trust, Series INDS 2006-3	40603	2	$ 62,918	$ 20,154
Home Equity Mortgage Loan Asset Backed Trust, Series INDS 2006-3	40603	3	$ 62,897	$ 22,009
Home Equity Mortgage Loan Asset Backed Trust, Series INDS 2006-3	40603	4	$ 555,868	$ 24,032
Home Equity Mortgage Loan Asset Backed Trust, Series INDS 2006-3	40603	5	$ 857,944	$ 26,235
Home Equity Mortgage Loan Asset Backed Trust, Series INDS 2006-3	40603	6	$ 1,288,120	$ 28,633
Home Equity Mortgage Loan Asset Backed Trust, Series INDS 2006-3	40603	7	$ 7,055,714	$ 31,245
Home Equity Mortgage Loan Asset Backed Trust, Series INDS 2006-3	40603	8	$ 7,933,881	$ 34,085
Home Equity Mortgage Loan Asset Backed Trust, Series INDS 2006-3	40603	9	$ 9,780,584	$ 37,174
Home Equity Mortgage Loan Asset Backed Trust, Series INDS 2006-3	40603	10	$ 10,328,531	$ 40,531
Home Equity Mortgage Loan Asset Backed Trust, Series INDS 2006-3	40603	11	$ 12,162,724	$ 44,177
Home Equity Mortgage Loan Asset Backed Trust, Series INDS 2006-3	40603	12	$ 13,887,949	$ 48,135



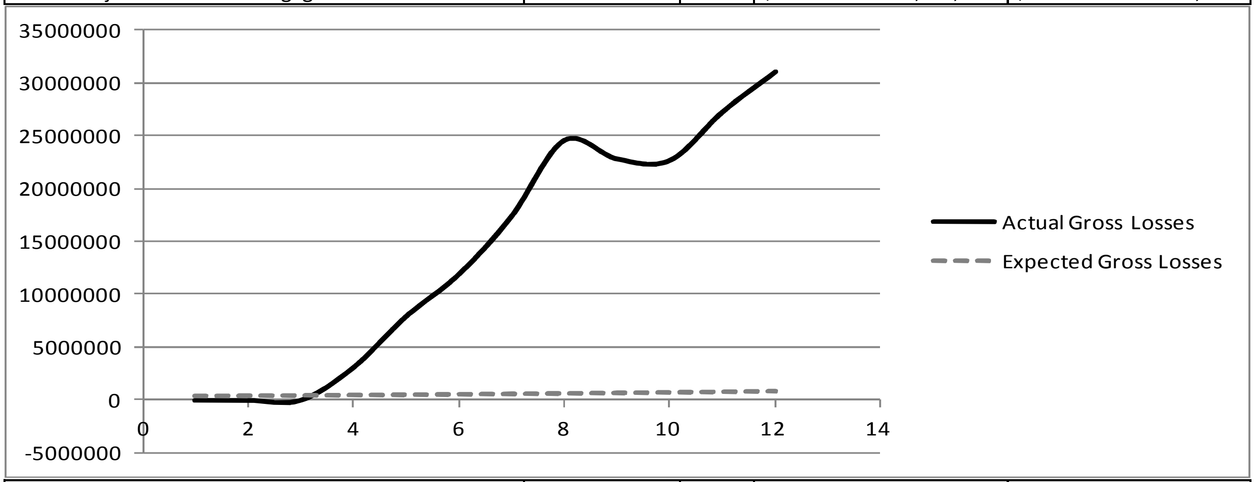
Issuing Entity	ABSNet Deal Id	Month	Actual Gross Losses	Expected Gross Losses
Home Equity Mortgage Loan Asset Backed Trust, Series INDS 2007-1	41041	1	$ -	$ 11,202
Home Equity Mortgage Loan Asset Backed Trust, Series INDS 2007-1	41041	2	$ -	$ 12,236
Home Equity Mortgage Loan Asset Backed Trust, Series INDS 2007-1	41041	3	$ -	$ 13,362
Home Equity Mortgage Loan Asset Backed Trust, Series INDS 2007-1	41041	4	$ 158,799	$ 14,590
Home Equity Mortgage Loan Asset Backed Trust, Series INDS 2007-1	41041	5	$ 314,115	$ 15,928
Home Equity Mortgage Loan Asset Backed Trust, Series INDS 2007-1	41041	6	$ 796,463	$ 17,384
Home Equity Mortgage Loan Asset Backed Trust, Series INDS 2007-1	41041	7	$ 1,377,454	$ 18,969
Home Equity Mortgage Loan Asset Backed Trust, Series INDS 2007-1	41041	8	$ 2,381,397	$ 20,694
Home Equity Mortgage Loan Asset Backed Trust, Series INDS 2007-1	41041	9	$ 3,074,650	$ 22,570
Home Equity Mortgage Loan Asset Backed Trust, Series INDS 2007-1	41041	10	$ 4,513,522	$ 24,608
Home Equity Mortgage Loan Asset Backed Trust, Series INDS 2007-1	41041	11	$ 7,278,127	$ 26,821
Home Equity Mortgage Loan Asset Backed Trust, Series INDS 2007-1	41041	12	$ 13,397,709	$ 29,224



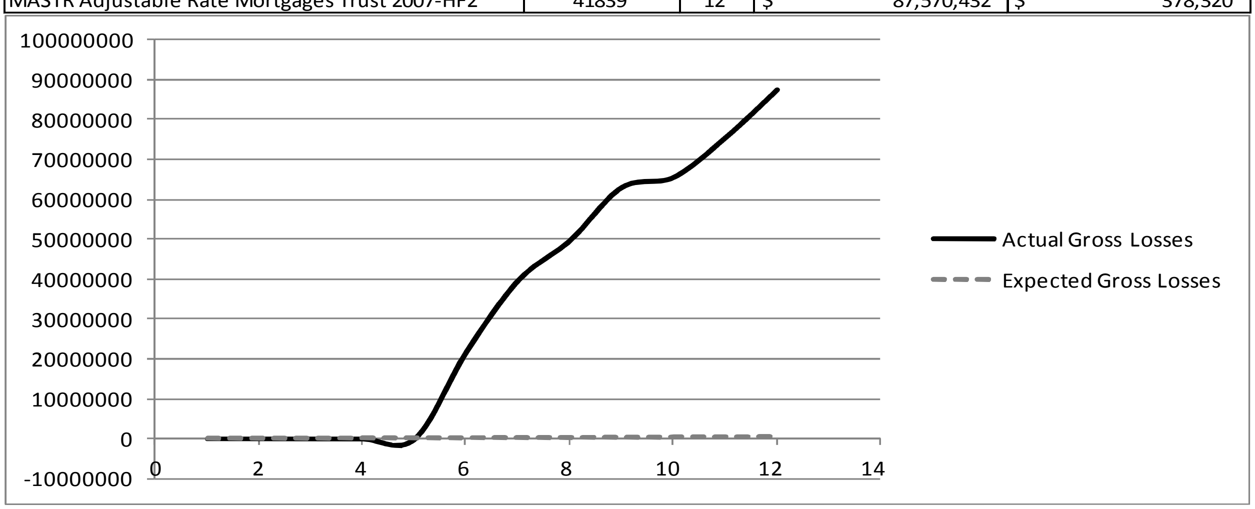
Issuing Entity	ABSNet Deal Id	Month	Actual Gross Losses	Expected Gross Losses
Home Equity Mortgage Loan Asset Backed Trust, Series INDS 2007-2	41140	1	$ -	$ 109,118
Home Equity Mortgage Loan Asset Backed Trust, Series INDS 2007-2	41140	2	$ -	$ 119,184
Home Equity Mortgage Loan Asset Backed Trust, Series INDS 2007-2	41140	3	$ 69,815	$ 130,157
Home Equity Mortgage Loan Asset Backed Trust, Series INDS 2007-2	41140	4	$ 61,723	$ 142,116
Home Equity Mortgage Loan Asset Backed Trust, Series INDS 2007-2	41140	5	$ 250,590	$ 155,144
Home Equity Mortgage Loan Asset Backed Trust, Series INDS 2007-2	41140	6	$ 4,843,977	$ 169,330
Home Equity Mortgage Loan Asset Backed Trust, Series INDS 2007-2	41140	7	$ 9,333,019	$ 184,772
Home Equity Mortgage Loan Asset Backed Trust, Series INDS 2007-2	41140	8	$ 12,502,906	$ 201,571
Home Equity Mortgage Loan Asset Backed Trust, Series INDS 2007-2	41140	9	$ 15,504,238	$ 219,839
Home Equity Mortgage Loan Asset Backed Trust, Series INDS 2007-2	41140	10	$ 19,115,326	$ 239,691
Home Equity Mortgage Loan Asset Backed Trust, Series INDS 2007-2	41140	11	$ 21,584,229	$ 261,253
Home Equity Mortgage Loan Asset Backed Trust, Series INDS 2007-2	41140	12	$ 28,095,752	$ 284,655



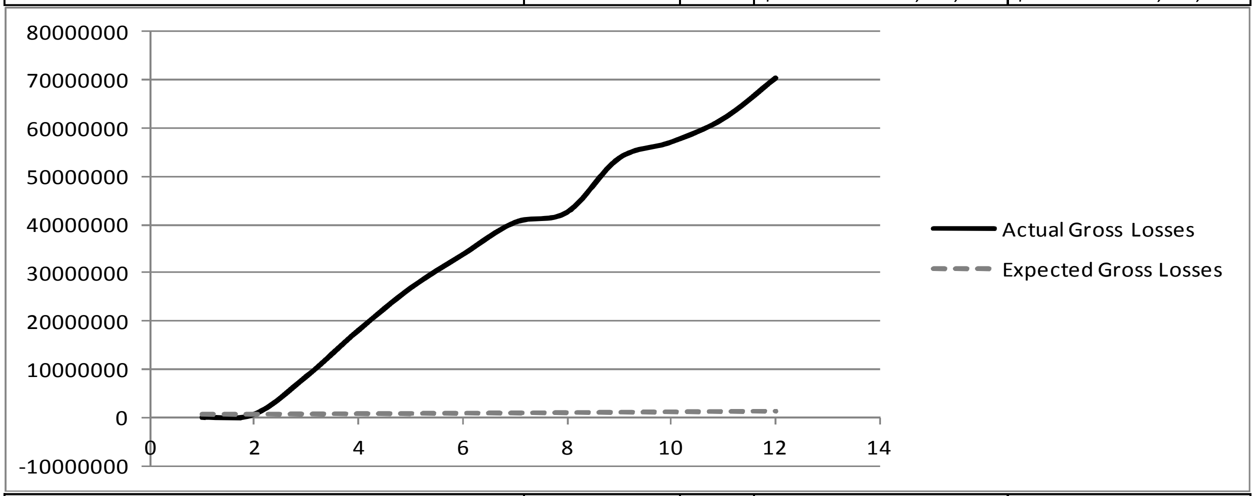
Issuing Entity	ABSNet Deal Id	Month	Actual Gross Losses	Expected Gross Losses
MASTR Adjustable Rate Mortgages Trust 2007-2	40240	1	$ -	$ 325,688
MASTR Adjustable Rate Mortgages Trust 2007-2	40240	2	$ -	$ 355,733
MASTR Adjustable Rate Mortgages Trust 2007-2	40240	3	$ -	$ 388,486
MASTR Adjustable Rate Mortgages Trust 2007-2	40240	4	$ 3,079,470	$ 424,181
MASTR Adjustable Rate Mortgages Trust 2007-2	40240	5	$ 7,894,958	$ 463,065
MASTR Adjustable Rate Mortgages Trust 2007-2	40240	6	$ 11,866,158	$ 505,408
MASTR Adjustable Rate Mortgages Trust 2007-2	40240	7	$ 17,348,868	$ 551,497
MASTR Adjustable Rate Mortgages Trust 2007-2	40240	8	$ 24,502,658	$ 601,639
MASTR Adjustable Rate Mortgages Trust 2007-2	40240	9	$ 22,754,378	$ 656,162
MASTR Adjustable Rate Mortgages Trust 2007-2	40240	10	$ 22,613,578	$ 715,417
MASTR Adjustable Rate Mortgages Trust 2007-2	40240	11	$ 27,207,931	$ 779,773
MASTR Adjustable Rate Mortgages Trust 2007-2	40240	12	$ 30,977,186	$ 849,624



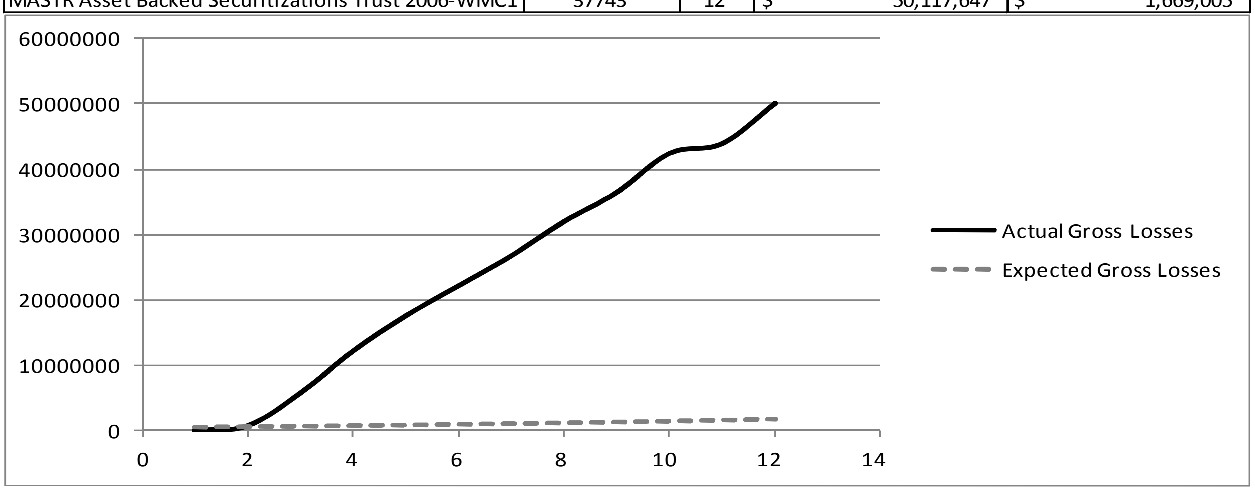
Issuing Entity	ABSNet Deal Id	Month	Actual Gross Losses	Expected Gross Losses
MASTR Adjustable Rate Mortgages Trust 2007-HF2	41839	1	$ -	$ 145,022
MASTR Adjustable Rate Mortgages Trust 2007-HF2	41839	2	$ -	$ 158,400
MASTR Adjustable Rate Mortgages Trust 2007-HF2	41839	3	$ -	$ 172,985
MASTR Adjustable Rate Mortgages Trust 2007-HF2	41839	4	$ -	$ 188,879
MASTR Adjustable Rate Mortgages Trust 2007-HF2	41839	5	$ -	$ 206,193
MASTR Adjustable Rate Mortgages Trust 2007-HF2	41839	6	$ 21,850,553	$ 225,047
MASTR Adjustable Rate Mortgages Trust 2007-HF2	41839	7	$ 39,768,454	$ 245,570
MASTR Adjustable Rate Mortgages Trust 2007-HF2	41839	8	$ 49,796,789	$ 267,897
MASTR Adjustable Rate Mortgages Trust 2007-HF2	41839	9	$ 63,097,646	$ 292,175
MASTR Adjustable Rate Mortgages Trust 2007-HF2	41839	10	$ 65,656,138	$ 318,560
MASTR Adjustable Rate Mortgages Trust 2007-HF2	41839	11	$ 75,580,665	$ 347,216
MASTR Adjustable Rate Mortgages Trust 2007-HF2	41839	12	$ 87,570,432	$ 378,320



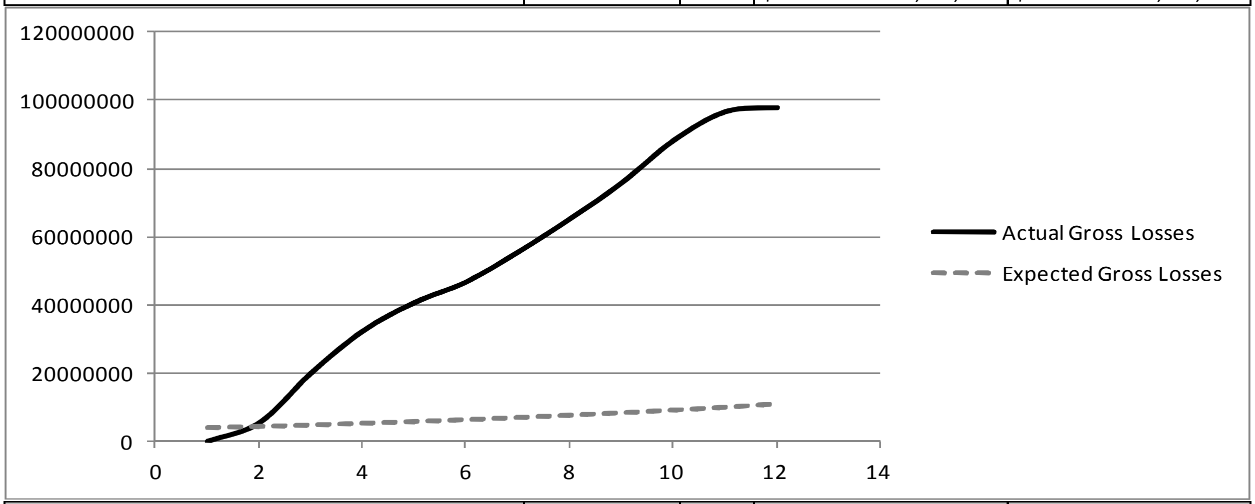
Issuing Entity	ABSNet Deal Id	Month	Actual Gross Losses	Expected Gross Losses
MASTR Asset Backed Securities Trust 2006-HE2	37912	1	$ -	$ 518,916
MASTR Asset Backed Securities Trust 2006-HE2	37912	2	$ 682,822	$ 566,786
MASTR Asset Backed Securities Trust 2006-HE2	37912	3	$ 8,561,266	$ 618,971
MASTR Asset Backed Securities Trust 2006-HE2	37912	4	$ 18,139,009	$ 675,842
MASTR Asset Backed Securities Trust 2006-HE2	37912	5	$ 26,900,381	$ 737,797
MASTR Asset Backed Securities Trust 2006-HE2	37912	6	$ 33,872,737	$ 805,261
MASTR Asset Backed Securities Trust 2006-HE2	37912	7	$ 40,525,094	$ 878,694
MASTR Asset Backed Securities Trust 2006-HE2	37912	8	$ 42,641,716	$ 958,585
MASTR Asset Backed Securities Trust 2006-HE2	37912	9	$ 53,882,645	$ 1,045,456
MASTR Asset Backed Securities Trust 2006-HE2	37912	10	$ 57,217,250	$ 1,139,866
MASTR Asset Backed Securities Trust 2006-HE2	37912	11	$ 62,088,332	$ 1,242,404
MASTR Asset Backed Securities Trust 2006-HE2	37912	12	$ 70,532,908	$ 1,353,697



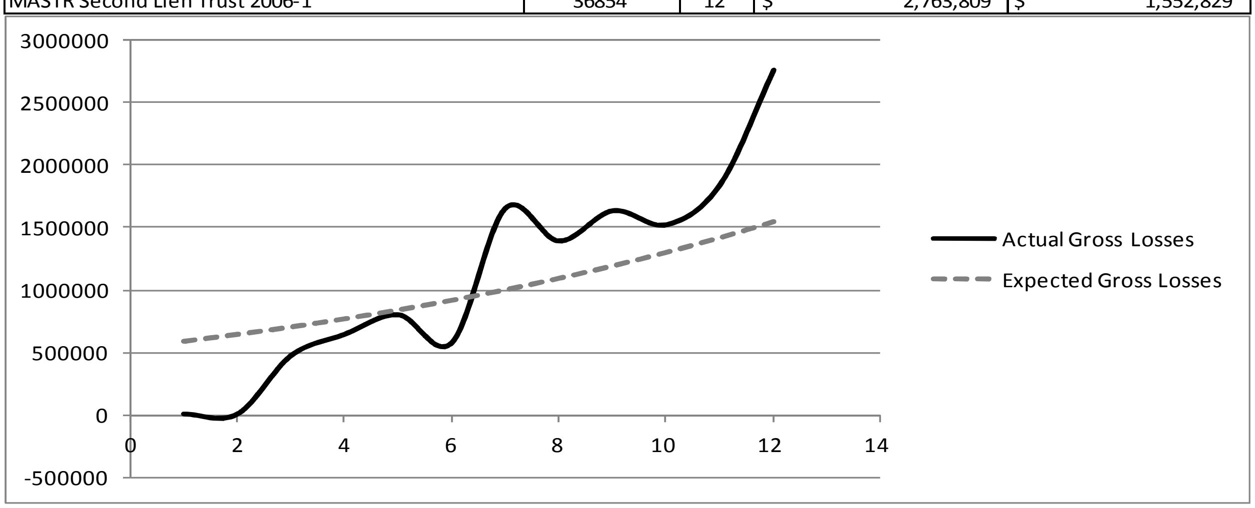
Issuing Entity	ABSNet Deal Id	Month	Actual Gross Losses	Expected Gross Losses
MASTR Asset Backed Securitizations Trust 2006-WMC1	37743	1	$ -	$ 639,784
MASTR Asset Backed Securitizations Trust 2006-WMC1	37743	2	$ 689,170	$ 698,804
MASTR Asset Backed Securitizations Trust 2006-WMC1	37743	3	$ 5,689,432	$ 763,145
MASTR Asset Backed Securitizations Trust 2006-WMC1	37743	4	$ 12,150,804	$ 833,262
MASTR Asset Backed Securitizations Trust 2006-WMC1	37743	5	$ 17,536,909	$ 909,647
MASTR Asset Backed Securitizations Trust 2006-WMC1	37743	6	$ 22,130,456	$ 992,826
MASTR Asset Backed Securitizations Trust 2006-WMC1	37743	7	$ 26,739,732	$ 1,083,363
MASTR Asset Backed Securitizations Trust 2006-WMC1	37743	8	$ 31,997,805	$ 1,181,862
MASTR Asset Backed Securitizations Trust 2006-WMC1	37743	9	$ 36,468,612	$ 1,288,968
MASTR Asset Backed Securitizations Trust 2006-WMC1	37743	10	$ 42,427,690	$ 1,405,368
MASTR Asset Backed Securitizations Trust 2006-WMC1	37743	11	$ 43,950,148	$ 1,531,790
MASTR Asset Backed Securitizations Trust 2006-WMC1	37743	12	$ 50,117,647	$ 1,669,005



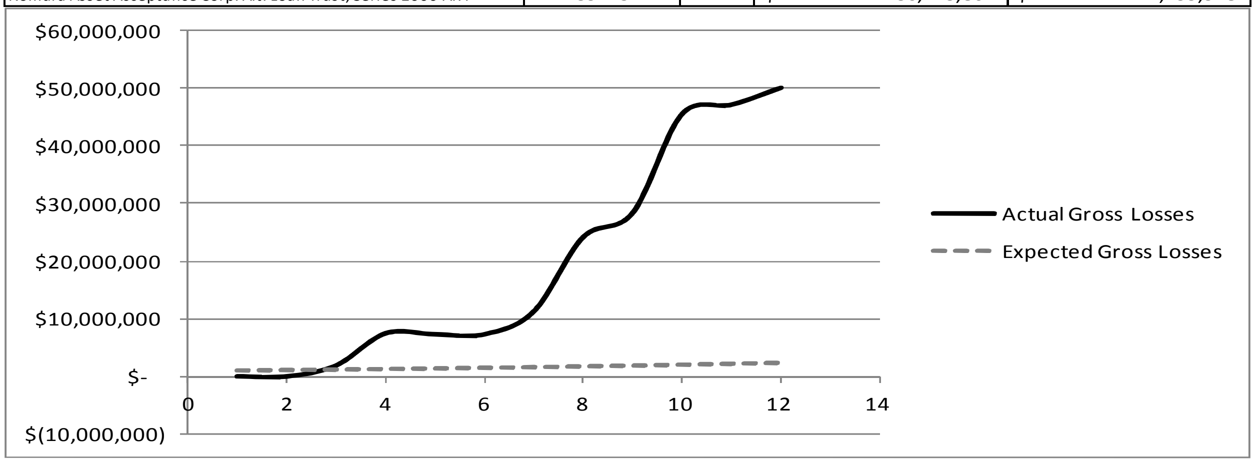
Issuing Entity	ABSNet Deal Id	Month	Actual Gross Losses	Expected Gross Losses
MASTR Asset Backed Securities Trust 2006-WMC4	39529	1	$ -	$ 4,169,881
MASTR Asset Backed Securities Trust 2006-WMC4	39529	2	$ 5,460,786	$ 4,554,553
MASTR Asset Backed Securities Trust 2006-WMC4	39529	3	$ 20,046,274	$ 4,973,904
MASTR Asset Backed Securities Trust 2006-WMC4	39529	4	$ 32,387,284	$ 5,430,906
MASTR Asset Backed Securities Trust 2006-WMC4	39529	5	$ 40,722,743	$ 5,928,754
MASTR Asset Backed Securities Trust 2006-WMC4	39529	6	$ 46,797,763	$ 6,470,882
MASTR Asset Backed Securities Trust 2006-WMC4	39529	7	$ 55,534,566	$ 7,060,970
MASTR Asset Backed Securities Trust 2006-WMC4	39529	8	$ 65,260,773	$ 7,702,953
MASTR Asset Backed Securities Trust 2006-WMC4	39529	9	$ 75,842,136	$ 8,401,034
MASTR Asset Backed Securities Trust 2006-WMC4	39529	10	$ 88,234,465	$ 9,159,685
MASTR Asset Backed Securities Trust 2006-WMC4	39529	11	$ 96,659,587	$ 9,983,658
MASTR Asset Backed Securities Trust 2006-WMC4	39529	12	$ 97,860,693	$ 10,877,980



Issuing Entity	ABSNet Deal Id	Month	Actual Gross Losses	Expected Gross Losses
MASTR Second Lien Trust 2006-1	36854	1	$ -	$ 595,249
MASTR Second Lien Trust 2006-1	36854	2	$ -	$ 650,161
MASTR Second Lien Trust 2006-1	36854	3	$ 469,945	$ 710,023
MASTR Second Lien Trust 2006-1	36854	4	$ 640,803	$ 775,260
MASTR Second Lien Trust 2006-1	36854	5	$ 798,210	$ 846,328
MASTR Second Lien Trust 2006-1	36854	6	$ 574,243	$ 923,717
MASTR Second Lien Trust 2006-1	36854	7	$ 1,653,767	$ 1,007,952
MASTR Second Lien Trust 2006-1	36854	8	$ 1,390,191	$ 1,099,594
MASTR Second Lien Trust 2006-1	36854	9	$ 1,634,122	$ 1,199,245
MASTR Second Lien Trust 2006-1	36854	10	$ 1,521,046	$ 1,307,543
MASTR Second Lien Trust 2006-1	36854	11	$ 1,842,726	$ 1,425,164
MASTR Second Lien Trust 2006-1	36854	12	$ 2,763,809	$ 1,552,829



Issuing Entity	ABSNet Deal Id	Month	Actual Gross Losses	Expected Gross Losses
Nomura Asset Acceptance Corp. Alt. Loan Trust, Series 2006-AR4	39723	1	$ -	$ 881,637
Nomura Asset Acceptance Corp. Alt. Loan Trust, Series 2006-AR4	39723	2	$ -	$ 962,968
Nomura Asset Acceptance Corp. Alt. Loan Trust, Series 2006-AR4	39723	3	$ 1,901,772	$ 1,051,631
Nomura Asset Acceptance Corp. Alt. Loan Trust, Series 2006-AR4	39723	4	$ 7,464,605	$ 1,148,255
Nomura Asset Acceptance Corp. Alt. Loan Trust, Series 2006-AR4	39723	5	$ 7,310,855	$ 1,253,515
Nomura Asset Acceptance Corp. Alt. Loan Trust, Series 2006-AR4	39723	6	$ 7,310,855	$ 1,368,137
Nomura Asset Acceptance Corp. Alt. Loan Trust, Series 2006-AR4	39723	7	$ 11,290,671	$ 1,492,899
Nomura Asset Acceptance Corp. Alt. Loan Trust, Series 2006-AR4	39723	8	$ 24,181,875	$ 1,628,633
Nomura Asset Acceptance Corp. Alt. Loan Trust, Series 2006-AR4	39723	9	$ 28,385,840	$ 1,776,228
Nomura Asset Acceptance Corp. Alt. Loan Trust, Series 2006-AR4	39723	10	$ 45,560,714	$ 1,936,629
Nomura Asset Acceptance Corp. Alt. Loan Trust, Series 2006-AR4	39723	11	$ 47,163,113	$ 2,110,842
Nomura Asset Acceptance Corp. Alt. Loan Trust, Series 2006-AR4	39723	12	$ 50,115,861	$ 2,299,928



78. As clearly shown in Figure 2 (*supra*), actual gross losses spiked almost immediately after issuance of the RMBS. Borrowers defaulted on the underlying mortgages soon after loan origination, rapidly eliminating the RMBS's credit enhancement. For example, in the Home Equity Mortgage Loan Asset-Backed Trust, Series INABS 2007-A offering, actual gross losses at month 12 exceeded $196 million, or more than 60 times the expected gross losses of approximately $3 million. (*See supra* Figure 2).

79. This immediate increase in actual losses—at a rate far greater than expected losses—is strong evidence that the Originators systematically disregarded the underwriting standards in the Offering Documents.

80. Because credit enhancement is designed to ensure triple-A performance of triple-A rated RMBS, the evidence that credit enhancement has failed (*i.e.*, actual losses swiftly surged past expected losses shortly after the offering) substantiates that a critical number of mortgages

in the pool were not written in accordance with the underwriting guidelines stated in the Offering Documents.

C. The Collapse of the Certificates' Credit Ratings is Evidence of Systematic Disregard of Underwriting Guidelines

81. Virtually all of the RMBS certificates the Credit Unions purchased were rated triple-A at issuance.

82. Moody's and S&P have since downgraded the RMBS certificates the Credit Unions purchased to well below investment grade (*see supra* Table 3).

83. Triple-A rated product "should be able to withstand an extreme level of stress and still meet its financial obligations. A historical example of such a scenario is the Great Depression in the U.S." *Understanding Standard & Poor's Rating Definitions*, June 3, 2009, at 14.

84. A rating downgrade is material. The total collapse in the credit ratings of the RMBS certificates the Credit Unions purchased, typically from triple-A to non-investment speculative grade, is evidence of the Originators' systematic disregard of underwriting guidelines, amplifying that these RMBS were impaired from the outset.

D. Revelations Subsequent to the Offerings Show That the Originators Systematically Disregarded Underwriting Standards

85. Public disclosures subsequent to the issuance of the RMBS reinforce the allegation that the Originators systematically abandoned their stated underwriting guidelines.

1. The Systematic Disregard of Underwriting Standards Was Pervasive as Revealed After the Collapse

86. Mortgage originators experienced unprecedented success during the mortgage boom. Yet, their success was illusory. As the loans they originated began to significantly

underperform, the demand for their products subsided. It became evident that originators had systematically disregarded their underwriting standards.

87. The Office of the Comptroller of the Currency (the "OCC"), an office within the Treasury Department, published a report in November 2008 listing the "Worst Ten" metropolitan areas with the highest rates of foreclosures and the "Worst Ten" originators with the largest numbers of foreclosures in those areas ("2008 'Worst Ten in the Worst Ten' Report"). In this report the OCC emphasized the importance of adherence to underwriting standards in mortgage loan origination:

> The quality of the underwriting process—that is, determining through analysis of the borrower and market conditions that a borrower is highly likely to be able to repay the loan as promised—is a major determinant of subsequent loan performance. The quality of underwriting varies across lenders, a factor that is evident through comparisons of rates of delinquency, foreclosure, or other loan performance measures across loan originators.

88. Government reports and investigations and newspaper reports have uncovered the extent of pervasive abandonment of underwriting standards. The Permanent Subcommittee on Investigations in the United States Senate ("PSI") recently released its report detailing the causes of the financial crisis. Using Washington Mutual Bank as a case study, the PSI concluded through its investigation:

> Washington Mutual was far from the only lender that sold poor quality mortgages and mortgage backed securities that undermined U.S. financial markets. The Subcommittee investigation indicates that Washington Mutual was emblematic of a host of financial institutions that knowingly originated, sold, and securitized billions of dollars in high risk, poor quality home loans. These lenders were not the victims of the financial crisis; the high risk loans they issued became the fuel that ignited the financial crisis.

STAFF OF S. PERMANENT SUBCOMM. ON INVESTIGATIONS, 112TH CONG., WALL STREET AND THE FINANCIAL CRISIS: ANATOMY OF A FINANCIAL COLLAPSE 50 (Subcomm. Print 2011).

89. Indeed, the Financial Crisis Inquiry Commission ("FCIC") issued its final report in January 2011 that detailed, among other things, the collapse of mortgage underwriting standards and subsequent collapse of the mortgage market and wider economy. *See* FIN. CRISIS INQUIRY COMM'N, FINAL REPORT OF THE NATIONAL COMMISSION ON THE CAUSES OF THE FINANCIAL AND ECONOMIC CRISIS IN THE UNITED STATES (2011) ("FCIC Report").

90. The FCIC Report concluded that there was a "systemic breakdown in accountability and ethics." "Unfortunately—as has been the case in past speculative booms and busts—we witnessed an erosion of standards of responsibility and ethics that exacerbated the financial crisis." *Id*. at xxii. The FCIC found:

> [I]t was the collapse of the housing bubble—fueled by low interest rates, easy and available credit, scant regulation, and toxic mortgages—that was the spark that ignited a string of events, which led to a full-blown crises in the fall of 2008. Trillions of dollars in risky mortgages had become embedded throughout the financial system, as mortgage-related securities were packaged, repackaged, and sold to investors around the world.

Id. at xvi.

91. During the housing boom, mortgage lenders focused on quantity rather than quality, originating loans for borrowers who had no realistic capacity to repay the loan. The FCIC Report found "that the percentage of borrowers who defaulted on their mortgages within just a matter of months after taking a loan nearly doubled from the summer of 2006 to late 2007." *Id*. at xxii. Early Payment Default is a significant indicator of pervasive disregard for underwriting standards. The FCIC Report noted that mortgage fraud "flourished in an environment of collapsing lending standards…." *Id*.

92. In this lax lending environment, mortgage lenders went unchecked, originating mortgages for borrowers in spite of underwriting standards:

> Lenders made loans that they knew borrowers could not afford and that could cause massive losses to investors in mortgage securities. As early as September 2004, Countrywide executives recognized that many of the loans they were originating could result in "catastrophic consequences." Less than a year later, they noted that certain high-risk loans they were making could result not only in foreclosures but also in "financial and reputational catastrophe" for the firm. But they did not stop.

Id.

93. Lenders and borrowers took advantage of this climate, with borrowers willing to take on loans and lenders anxious to get those borrowers into the loans, ignoring even loosened underwriting standards. The FCIC Report observed: "Many mortgage lenders set the bar so low that lenders simply took eager borrowers' qualifications on faith, often with a willful disregard for a borrower's ability to pay." *Id*. at xxiii.

94. In an interview with the FCIC, Alphonso Jackson, the Secretary of the Department of Housing and Urban Affairs ("HUD") from 2004 to 2008, related that HUD had heard about mortgage lenders "running wild, taking applications over the Internet, not verifying people's income or their ability to have a job." *Id*. at 12-13 (internal quotation marks omitted).

95. Chairman of the Federal Reserve Board, Benjamin Bernanke, spoke to the decline of underwriting standards in his speech before the World Affairs Council of Greater Richmond on April 10, 2008:

> First, at the point of origination, underwriting standards became increasingly compromised. The best-known and most serious case is that of subprime mortgages, mortgages extended to borrowers with weaker credit histories. To a degree that increased over time, these mortgages were often poorly documented and extended with insufficient attention to the borrower's ability to repay. In retrospect, the breakdown in underwriting can be linked to the incentives that the originate-to-distribute model, as implemented in this case, created for the originators. Notably, the incentive structures often tied originator revenue to loan

> volume, rather than to the quality of the loans being passed up the chain. Investors normally have the right to put loans that default quickly back to the originator, which should tend to apply some discipline to the underwriting process. However, in the recent episode, some originators had little capital at stake, reducing their exposure to the risk that the loans would perform poorly.

Benjamin Bernanke, Chairman, Federal Reserve Board, Speech to the World Affairs Council of Greater Richmond, *Addressing Weaknesses in the Global Financial Markets: The Report of the President's Working Group on Financial Markets,* Apr. 10, 2008.

96. Investment banks securitized loans that were not originated in accordance with underwriting guidelines and failed to disclose this fact in RMBS offering documents. As the FCIC Report noted:

> The Commission concludes that firms securitizing mortgages failed to perform adequate due diligence on the mortgages they purchased and at times knowingly waived compliance with underwriting standards. Potential investors were not fully informed or were misled about the poor quality of the mortgages contained in some mortgage-related securities. These problems appear to have been significant.

FCIC Report at 187.

97. Because investors had limited or no access to information concerning the actual quality of loans underlying the RMBS, the OTD model created a situation where the origination of low quality mortgages through poor underwriting thrived. The FSOC found:

> In the originate-to-distribute model, originators receive significant compensation upfront without retaining a material ongoing economic interest in the performance of the loan. This reduces the economic incentive of originators and securitizers to evaluate the credit quality of the underlying loans carefully. Some research indicates that securitization was associated with lower quality loans in the financial crisis. For instance, one study found that subprime borrowers with credit scores just above a threshold commonly used by securitizers to determine which loans to purchase defaulted at significantly higher rates than those with credit scores below the threshold. By lower underwriting standards, securitization may have increased the amount of credit extended, resulting in riskier and unsustainable loans that otherwise may not have been originated.

FSOC Risk Retention Report at 11 (footnote omitted).

98. The FSOC reported that as the OTD model became more pervasive in the mortgage industry, underwriting practices weakened across the industry. The FSOC Risk Retention Report found "[t]his deterioration was particularly prevalent with respect to the verification of the borrower's income, assets, and employment for residential real estate loans… ." *Id*.

99. In sum, the disregard of underwriting standards was pervasive across originators. The failure to adhere to underwriting standards directly contributed to the sharp decline in the quality of mortgages that became part of mortgage pools collateralizing RMBS. The lack of adherence to underwriting standards for the loans underlying RMBS was not disclosed to investors in the offering materials. The nature of the securitization process, with the investor several steps removed from the origination of the mortgages underlying the RMBS, made it difficult for investors to ascertain how the RMBS would perform.

100. As discussed below, facts have recently come to light that show many of the Originators who contributed to the loan pools underlying the RMBS at issue in this Complaint engaged in these underwriting practices.

2. American Home's Systematic Disregard of Underwriting Standards

101. American Home Mortgage Investment Corp. was a real estate investment trust that invested in RMBS consisting of loans originated and serviced by its subsidiaries. It was the parent of American Home Mortgage Holdings, Inc., which in turn was the parent of American Home Mortgage Corp., a retail lender of mortgage loans. Collectively, these entities are referred to herein as "American Home."

102. Edmund Andrews, an economics reporter for the New York Times, recounted his own experience using American Home as a lender. According to Andrews, he was looking to

purchase a home in 2004, and his real estate agent referred him to a loan officer at American Home. The American Home loan officer began the ordeal by asking Andrews how large of a loan he needed. Andrews, who had a monthly take home pay of $2,777, advised the loan officer that he had hefty child support and alimony payments to an ex-wife. Andrews would be relying on his then-unemployed fiancée to earn enough money to meet his monthly obligations—including the mortgage. Andrews reported:

> As I quickly found out, American Home Mortgage had become one of the fastest-growing mortgage lenders in the country. One of its specialties was serving people just like me: borrowers with good credit scores who wanted to stretch their finances far beyond what our incomes could justify. In industry jargon, we were "Alt-A" customers, and we usually paid slightly higher rates for the privilege of concealing our financial weaknesses.
>
> I thought I knew a lot about go-go mortgages. I had already written several articles about the explosive growth of liar's loans, no-money-down loans, interest-only loans and other even more exotic mortgages. I had interviewed people with very modest incomes who had taken out big loans. Yet for all that, I was stunned at how much money people were willing to throw at me.
>
> [The American Home loan officer] called back the next morning. "Your credit scores are almost perfect," he said happily. "Based on your income, you can qualify for a mortgage of about $500,000."
>
> What about my alimony and child-support obligations? No need to mention them. What would happen when they saw the automatic withholdings in my paycheck? No need to show them. If I wanted to buy a house, [the American Home loan officer] figured, it was my job to decide whether I could afford it. His job was to make it happen.
>
> "I am here to enable dreams," he explained to me long afterward. [The American Home loan officer]'s view was that if I'd been unemployed for seven years and didn't have a dime to my name but I wanted a house, he wouldn't question my prudence. "Who am I to tell you that you shouldn't do what you want to do? I am here to sell money and to help you do what you want to do. At the end of the day, it's your signature on the mortgage—not mine."

Edmund L. Andrews, *My Personal Credit Crisis*, N.Y. TIMES, May 17, 2009, at MM46.

103. The American Home loan officer steered Andrews to a stated-income loan so that he would not have to produce paychecks or tax returns that would reveal his alimony and child

support obligations. The loan officer wanted to limit disclosure of Andrews's alimony and child support payments when an existing mortgage showed up under Andrews's name. Although his ex-wife was solely responsible for that mortgage under the terms of the couple's separation agreement, the only way Andrews could explain that fact would be to produce the agreement, which would also reveal his alimony and child support obligations. According to Andrews:

> [The American Home loan officer] didn't get flustered. If Plan A didn't work, he would simply move down another step on the ladder of credibility. Instead of "stating" my income without documenting it, I would take out a "no ratio" mortgage and not state my income at all. For the price of a slightly higher interest rate, American Home would verify my assets, but that was it. Because I wasn't stating my income, I couldn't have a debt-to-income ratio, and therefore, I couldn't have too much debt. I could have had four other mortgages, and it wouldn't have mattered. American Home was practically begging me to take the money.

Id.

104. American Home ultimately approved Andrews's application. Not surprisingly, Andrews was unable to afford his monthly mortgage payments.

105. American Home's lack of adherence to underwriting guidelines was set forth in detail in a 165-page amended class action complaint filed June 4, 2008, in *In re American Home Mortgage Sec Litig.*, No. 07-md-1898 (TCP) (E.D.N.Y.). Investors in American Home common/preferred stock alleged that the company misrepresented itself as a conservative lender, when, based on statements from more than 33 confidential witnesses and internal company documents, American Home in reality was a high risk lender, promoting quantity of loans over quality by targeting borrowers with poor credit, violating company underwriting guidelines, and providing incentives for employees to sell risky loans, regardless of the borrowers' creditworthiness. *See* Am. Class Action Compl., *In re American Home Mortgage Sec. Litig.*, No. 07-md-1898 (E.D.N.Y. filed June 4, 2008) ("American Home ACC").

106. According to the American Home ACC, former American Home employees recounted that underwriters were consistently bullied by sales staff when underwriters challenged questionable loans, while exceptions to American Home's underwriting guidelines were routinely applied. *See id*. ¶¶ 120-121.

107. The American Home ACC cited to witnesses who were former American Home employees. These witnesses reported that American Home management told underwriters not to decline a loan, regardless of whether the loan application included fraud. *See id*.

108. Another former American Home employee stated that American Home routinely made exceptions to its underwriting guidelines to be able to close loans. When American Home mortgage underwriters raised concerns to the sales department about the pervasive use of exceptions to American Home's mortgage underwriting practices, the sales department contacted American Home headquarters to get approval for the use of exceptions. Indeed, it was commonplace to overrule mortgage underwriters' objections to approving a loan to facilitate loan approval. *See id*. ¶ 123.

109. A former American Home auditor confirmed this account that American Home mortgage underwriters were regularly overruled when they objected to loan originations. *See id*. ¶ 124.

110. The parties settled the litigation on January 14, 2010, for $37.25 million.

111. American Home's lending practices landed it in the 2008 "Worst Ten in the Worst Ten" Report. American Home came in 8th in Las Vegas, Nevada, and 9th in both Detroit, Michigan, and Miami, Florida. *See* 2008 "Worst Ten in the Worst Ten" Report. When the OCC issued the 2009 "Worst Ten in the Worst Ten" Report, American Home again featured prominently, appearing in the top ten in six of the ten worst metropolitan areas (4th in both Fort

Pierce-Port St. Lucie, Florida, and Fort Myers-Cape Coral, Florida; 7th in Vallejo-Fairfield-Napa, California; 8th in Las Vegas, Nevada; 9th in Stockton-Lodi, California; and 10th in Bakersfield, California). *See* 2009 "Worst Ten in the Worst Ten" Report.

3. Argent's Systematic Disregard of Underwriting Standards

112. ACC Capital Holdings ("ACC Capital"), based in Orange, California, was the nation's largest privately-owned subprime lender. Ameriquest Mortgage Company ("Ameriquest") was ACC Capital's retail mortgage lending unit. Argent Mortgage Company ("Argent") was ACC Capital's wholly-owned wholesale lending unit that made loans through independent brokers. ACC Capital was one of the first subprime lenders to start showing problems stemming largely from problems with loan quality. On September 1, 2007, Citigroup purchased Argent from the troubled ACC Capital, and Ameriquest announced that it was shutting down lending operations.

113. Argent appeared in OCC's 2008 "Worst Ten in the Worst Ten" Report. Argent was ranked as the "worst" lender in Cleveland, Ohio, and Detroit, Michigan; the second worst in Las Vegas, Nevada, and Miami, Florida; the third worst in Denver, Colorado; the fourth worst in Stockton, California; the fifth worst in Bakersfield, California; the sixth worst in Riverside and Sacramento, California; and the eighth worst in Memphis, Tennessee.

114. In the 2009 Report, Argent was fourth in Las Vegas, Nevada, sixth in Fort Pierce-Port St. Lucie, Florida and Reno, Nevada, seventh in Bakersfield, California and Stockton-Lodi, California, eighth in Riverside-San Bernardino, California, ninth in Merced, California, Modesto, California and Fort Myers-Cape Coral, Florida and tenth in Vallejo-Fairfield-Napa, California.

115. According to a May 11, 2008, Cleveland Plain Dealer article titled *The Subprime House of Cards*, Jacquelyn Fishwick, who worked for more than two years at an Argent loan

processing center near Chicago as an underwriter and account manager, reported that "some Argent employees played fast and loose with the rules" and stated: "I personally saw some stuff I didn't agree with." Ms. Fishwick "saw [Argent] account managers remove documents from files and create documents by cutting and pasting them." Mark Gillispie, *The Subprime House of Cards*, CLEVELAND PLAIN-DEALER, May 11, 2008, *available at* http://blog.cleveland.com/metro/2008/05?the_subprime_house_of_cards.html.

116. According to a January 29, 2009, article in the Miami Herald, Orson Benn, a former vice president of Argent who was convicted and sentenced to prison for racketeering relating to mortgage fraud, spent three years during the height of the housing boom teaching brokers "how to doctor credit reports, coached them to inflate [borrower] income on loan applications, and helped them invent phantom jobs for borrowers" so that loans could be approved. Jack Dolan *et al.*, *Home Loan Racket Flourished In Florida*, MIAMI HERALD, Jan. 29, 2009, *available at* http://www.miamiherald.com/2008/12/07/v-fullstory/878194/home-loan-racket-flourished-in.html.

117. According to Mr. Benn himself, "the accuracy of loan applications was not a priority." *Id.* The article reports: "The simplest way for a bank to confirm someone's income is to call the employer. But in at least two dozen cases, the applications show bogus telephone numbers for work references." *Id.* The article notes that one Argent broker generated at least 100 loans worth $22 million in Miami and nearly all of them were based on false and misleading financial information. *See id.* For instance, "one borrower claimed to work for a company that didn't exist—and got a $170,000 loan. Another borrower claimed to work a job that didn't exist—and got enough money to buy four houses." *Id.* The Miami Herald obtained applications

for 129 loans funded by Argent and found that "103 contained red flags: non-existent employers, grossly inflated salaries and sudden, drastic increases in the borrower's net worth." *Id.*

118. The New York Times reported that Ameriquest refused to sign up for a tax verification service for verifying the reported taxes of borrowers as part of its underwriting process. *See* Gretchen Mortgenson, *A Road Not Taken By Lenders*, N.Y. TIMES, Apr. 6, 2010, *available at* http://www.nytimes.com/2008/04/06/business/06gret.html.

119. Richard Bowen, the former Business Chief Underwriter at Citibank, was involved in the due diligence process for Citibank's acquisition of Argent. In his April 7, 2010 appearance before the FCIC, Mr. Bowen testified that he advised against the acquisition because "we sampled loans that were originated by Argent, and we found large numbers that did not—that were not underwritten according to the representations that were there." *Subprime Lending and Securitization and Government Sponsored Entities: Hearing Before the Fin. Crisis Inquiry Comm'n*, Hearing Transcript 239 (Apr. 7, 2010) (testimony of Richard M. Bowen III, former Business Chief Underwriter, Citibank).

120. In a video released by the American News Project on May 11, 2009 titled "Fraud By Mortgage Companies Key Cause of Foreclosures," reporters Lagan Sebert and Mike Fritz interviewed several former employees of Argent/Ameriquest regarding their lending practices.

121. Tamara Loatman-Clark, a former loan closer for Argent, stated "I mean you did what you had to do and again if that meant manipulating documents so that you can get them out so that they could conform, that's what you did…. [T]here were incentives to get as many done as possible. So on a typical Thursday, I may have 15 or 20 files that I need to get funded somehow and you know you need to work very hard to get 20 files funded. Whatever hit your desk for the day is what you wanted to get out."

122. According to the video, "It was the Wall Street business that drove the frantic pace. Even before proper papers were signed, Ameriquest was bundling the loans and passing them on." Loatman-Clark said, "And so sometimes when they came back and you're talking about, you know, names not properly on mortgage documents… you're talking about missing documents, like internally the incentive was to do whatever you needed to do to get them out and that sometimes meant that you manipulated documents to get them out."

123. The video report contained the following exchange:

> Reporter: "So you are saying the goal was to make these loans and then get them off your books as quick as possible?"
>
> Loatman-Clark: "Exactly. That was the pressure."
>
> Reporter: "But who were the people who were buying, who were like the most hungry for these loans?"
>
> Loatman-Clark: "Bear Stearns… Citigroup was another one. Basically the ones that were/are hardest hit were the people who invested. And these were the people we were shuffling these documents out to by any means necessary."

Id.

124. Omar Kahn, a former Ameriquest Loan Officer, also told the reporters, "Every closing we had was a bait and switch, because you could never get them to the table if you were honest." "There were instances where the borrower felt uncomfortable about signing the stated income letter, because they didn't want to lie, and the stated income letter would be filled out later on by the processing staff." *Id*.

125. Another former Ameriquest Loan Officer named Tyson Russum said, "The entire system is built to do whatever you can to close as many loans at the highest fee amount as possible." *Id.*

126. In testimony before the FCIC given Jan. 14, 2010, Illinois Attorney General Lisa Madigan explained that a multistate investigation of Ameriquest "revealed that the company engaged in the kinds of fraudulent practices that other predatory lenders subsequently emulated on a wide scale ... includ[ing]: inflating home appraisals."

127. On June 23, 2011, the Cleveland Plain Dealer reported that a Cleveland grand jury indicted nine former Argent employees for their suspected roles in approving fraudulent home loans. *See* Mark Gillespie, "Former employees of subprime mortgage lender indicted by Cuyahoga County grand jury," The Plain Dealer, June 23, 2011. The indictment alleges that Argent employees "helped coach mortgage brokers about how to falsify loan documents so that they misstated the source or existence of down payments as well as borrower's income and assets." *Id*. The article noted that "[e]mployees at an Argent loan processing center in Illinois ultimately approved the loans knowing that the company's own lending rules had not been satisfied." *Id*. A spokesman for the prosecutor's office said that "Argent employees bent the rules to get loans approved in order to inflate their wages and bonuses." *Id*.

128. In a follow up article published Nov. 15, 2011, Gillespie reported that additional criminal charges had been brought against one of the former Argent employees indicted in June—a woman named Angela Pasternak. *See* Mark Gillespie, "Argent Mortgage worker gets indicted again in suspected mortgage fraud case," The Plain Dealer, Nov. 15, 2011. According to the article, prosecutors said that Ms. Pasternak, "approved exceptions knowing that loan applications contained false income information and bogus credit scores." *Id*. The article also reported, "Plain Dealer investigations found numerous instances in which Argent approved mortgages that contained blatant misrepresentations of borrowers' income, assets and ability to pay." *Id*.

129. According to another article, Steve Jernigan, a fraud investigator at Argent, said that when he sent an appraiser to check on a subdivision for which Argent had made loans, the address on the loans was fictitious because the appraiser was standing in the middle of a cornfield. *See* Michael W. Hudson, "Silencing the Whistle-blowers," The Investigative Fund, May 10, 2010. When Jernigan reviewed the loan files, he determined that the houses did not exist and that each of the loan files contained the picture of the same house. *See id.* The article also reported that Argent had been ripped off by a con man named Robert Andrew Penn, who later admitted that he had appropriated victims' names and credit histories to obtain loans and buy properties for inflated prices around Indianapolis. *See id*. Although Argent was warned about the man in 2004, Jernigan said the company did not "conduct a serious investigation" into the fraud until mid-2006 when it learned the scheme was about to be made public by another duped lender. *Id.*

130. The article stated that the reluctance to investigate fraud was deliberate because management did not want to "crimp loan sales." *Id*. The article quoted Kelly Dragna, a fraud investigator at Ameriquest who said, "You're like a dog on a leash. You're allowed to go as far as a company allows you to go," "At Ameriquest, we were on pretty short leash. We were there for show. We were there to show people that they had a lot of investigators on staff." *Id*.

131. The article outlined the story of one fraud investigator's career at Ameriquest to demonstrate the extent to which Ameriquest turned a blind eye to fraud:

> Ed Parker signed on as Ameriquest's head of mortgage fraud investigation in early 2003, as the company was on the verge of becoming the nation's largest subprime lender. The first case he took on involved allegations that employees at the company's Grand Rapids, Mich., branch were pushing real-estate appraisers to inflate loan applicants' home values. Workers admitted to the scheme, Parker said, and the company shut down the branch and repurchased hundreds of loans from the investors who'd bought them.

> Parker saw the investigation as a success. He thought he'd helped set a precedent that fraud wouldn't be tolerated. But he discovered that his actions didn't endear him to many of his co-workers. One executive told him the sales force looked on him as "Darth Vader." On another occasion, when a suspicious loan file was brought up during a staff meeting, a senior executive said: "Don't give it to Ed. If you give it to him, that one file will multiply and become hundreds of files."
>
> Parker said higher-ups began pushing him to limit the scope of his inquiries and focus on smaller cases rather than big-impact ones like Grand Rapids. This message was driven home after Ameriquest learned that a TV reporter was digging into problems at a branch in Mission Valley, Calif. Two loans raised questions about whether branch employees were falsifying not only borrowers' incomes but also their ages, so that the inflated incomes would seem plausible. One borrower was 67, but the loan application prepared in her name said she was 41. Another was 74, but the loan application indicated the borrower was 44. The company, Parker said, wanted to limit its exposure and portray the problem as a couple of isolated cases. The company had all of the branch's loan files boxed up and transported to the fraud investigation team in Orange County. Management sent word, however, that Parker's team shouldn't open the boxes. His investigators looked anyway. As they cracked open the files, they saw that falsified incomes and ages were a problem that went beyond two borrowers' loans. When senior managers discovered what the team was doing, Parker said, they weren't happy. "They said: 'Don't look anymore,'" he recalled. "They didn't want to know."

Id.

132. In January 2010, Ameriquest and Argent agreed to pay $22 million to settle 29 class action lawsuits against them that had been consolidated in the Northern District of Illinois, alleging that Argent and Ameriquest inflated appraisal values and borrower income or asset statements and aggressively employed misleading marketing/sales techniques as part of a business strategy to force potential borrowers to close loans. *See In re Ameriquest Mortgage Co. Mortgage Lending Practices Litig.*, MDL No. 1715 (N.D. Ill).

4. Countrywide's Systematic Disregard of Underwriting Standards

133. Countrywide Home Loans, Inc. ("Countrywide") was one of the largest originators of residential mortgages in the United States during the time period at issue in this Complaint.

134. In October 2009, the House Committee on Oversight and Government Reform launched an investigation into the entire subprime mortgage industry, including Countrywide, focusing on "whether mortgage companies employed deceptive and predatory lending practices, or improper tactics to thwart regulation, and the impact of those activities on the current crisis." Press Release, Comm. on Oversight & Government Reform, Statement of Chairman Towns on Committee Investigation Into Mortgage Crisis at 1 (Oct. 23, 2009) (internal quotation marks omitted).

135. On May 9, 2008, the New York Times noted that minimal documentation and stated income loans—Countrywide's No Income/No Assets Program and Stated Income/Stated Assets Program—have "bec[o]me known [within the mortgage industry] as 'liars' loans' because many [of the] borrowers falsified their income." Floyd Norris, A Little Pity, Please, for Lenders, N.Y. Times, May 9, 2008, at C1.

136. In a television special titled, "*If You Had a Pulse, We Gave You a Loan*," Dateline NBC reported on March 27, 2009:

> To highlight just how simple it could be to borrow money, Countrywide marketed one of its stated-income products as the "Fast and Easy loan."
>
> As manager of Countrywide's office in Alaska, Kourosh Partow pushed Fast and Easy loans and became one of the company's top producers.
>
> He said the loans were "an invitation to lie" because there was so little scrutiny of lenders. "We told them the income that you are giving us will not be verified. The asset that you are stating will not be verified."
>
> He said they joked about it: "If you had a pulse, we gave you a loan. If you fog the mirror, give you a loan."
>
> But it turned out to be no laughing matter for Partow. Countrywide fired him for processing so-called "liar loans" and federal prosecutors charged him with crimes. On April 20, 2007, he pleaded guilty to two counts of wire fraud involving loans to a real estate speculator; he spent 18 months in prison.

> In an interview shortly after he completed his sentence, Partow said that the practice of pushing through loans with false information was common and was known by top company officials. "It's impossible they didn't know."
>
> …
>
> During the criminal proceedings in federal court, Countrywide executives portrayed Partow as a rogue who violated company standards.
>
> But former senior account executive Bob Feinberg, who was with the company for 12 years, said the problem was not isolated. "I don't buy the rogue. I think it was infested."
>
> He lamented the decline of what he saw as a great place to work, suggesting a push to be number one in the business led Countrywide astray. He blamed Angelo Mozilo, a man he long admired, for taking the company down the wrong path. It was not just the matter of stated income loans, said Feinberg. Countrywide also became a purveyor of loans that many consumer experts contend were a bad deal for borrowers, with low introductory interest rates that later could skyrocket.
>
> In many instances, Feinberg said, that meant borrowers were getting loans that were "guaranteed to fail."

Chris Hansen, *'If You Had a Pulse, We Gave You a Loan,'* NBC Dateline (Mar. 22, 2009) http://www.msnbc.msn.com/id/29827248/ns/dateline_nbc-the_hansen_files_with_chris_hansen.

137. On June 4, 2009, the SEC sued Angelo Mozilo and other Countrywide executives, alleging securities fraud. Specifically, the SEC alleged that Mozilo and the others misled investors about the credit risks that Countrywide created with its mortgage origination business, telling investors that Countrywide was primarily involved in prime mortgage lending, when it was actually heavily involved in risky sub-prime loans with expanded underwriting guidelines. *See* Compl. for Violations of the Federal Securities Laws, *SEC v. Mozilo*, No. CV 09-3994-JFW (C.D. Cal. filed June 4, 2009). Mozilo and the other executives settled the charges with the SEC for $73 million on October 15, 2010. *See* Walter Hamilton & E. Scott Reckard, *Angelo Mozilo, Other Former Countrywide Execs Settle Fraud Charges*, L.A. Times, Oct. 16, 2010, at A1.

138. Internal Countrywide e-mails the SEC released in connection with its lawsuit show the extent to which Countrywide systematically deviated from its underwriting guidelines. For instance, in an April 13, 2006 e-mail from Mozilo to other top Countrywide executives, Mozilo stated that Countrywide was originating home mortgage loans with "serious disregard for process, compliance with guidelines and irresponsible behavior relative to meeting timelines." E-mail from Angelo Mozilo to Eric Sieracki and other Countrywide Executives (Apr. 13, 2006 7:42 PM PDT). Mozilo also wrote that he had "personally observed a serious lack of compliance within our origination system as it relates to documentation and generally a deterioration in the quality of loans originated versus the pricing of those loan[s]." *Id.* (internal quotation marks omitted).

139. Indeed, in September 2004, Mozilo had voiced his concern over the "clear deterioration in the credit quality of loans being originated," observing that "the trend is getting worse" because of competition in the non-conforming loans market. With this in mind, Mozilo argued that Countrywide should "seriously consider securitizing and selling ([Net Interest Margin Securities]) a substantial portion of [Countrywide's] current and future sub prime [sic] residuals." E-mail from Angelo Mozilo to Stan Kurland & Keith McLaughlin, Managing Directors, Countrywide (Sept. 1, 2004 8:17 PM PDT).

140. To protect themselves against poorly underwritten loans, parties that purchase loans from an originator frequently require the originator to repurchase any loans that suffer Early Payment Default.

141. In the first quarter of 2006, HSBC Holdings plc ("HSBC"), a purchaser of Countrywide's 80/20 subprime loans, began to force Countrywide to repurchase certain loans that HSBC contended were defective under the parties' contract. In an e-mail sent on April 17,

2006, Mozilo asked, "[w]here were the breakdowns in our system that caused the HSBC debacle including the creation of the contract all the way through the massive disregard for guidelines set forth by both the contract and corporate." E-mail from Angelo Mozilo to Dave Sambol, former Executive Managing Director and Chief of Mortgage Banking and Capital Markets at Countrywide Financial (Apr. 17, 2006 5:55 PM PST). Mozilo continued:

> In all my years in the business I have never seen a more toxic prduct. [sic] It's not only subordinated to the first, but the first is subprime. In addition, the [FICOs] are below 600, below 500 and some below 400 . . . . With real estate values coming down . . . the product will become increasingly worse. There has [sic] to be major changes in this program, including substantial increases in the minimum [FICO].

Id.

142. Countrywide sold a product called the "Pay Option ARM." This loan was a 30-year adjustable rate mortgage that allowed the borrower to choose between various monthly payment options, including a set minimum payment. In a June 1, 2006 e-mail, Mozilo noted that most of Countrywide's Pay Option ARMs were based on stated income and admitted that "[t]here is also some evidence that the information that the borrower is providing us relative to their income does not match up with IRS records." E-mail from Angelo Mozilo to Carlos Garcia, former CFO of Countrywide Financial and Jim Furash, former President of Countrywide Bank (June 1, 2006 10:38 PM PST).

143. An internal quality control report e-mailed on June 2, 2006, showed that for stated income loans, 50.3% of loans indicated a variance of 10% or more from the stated income in the loan application. *See* E-mail from Clifford Rossi, Chief Risk Officer, Countrywide, to Jim Furash, Executive, CEO, Countrywide Bank, N.A., among others (June 2, 2006 12:28 PM PDT).

144. Countrywide, apparently, was "flying blind" on how one of its popular loan products, the Pay Option ARM loan, would perform, and admittedly, had "no way, with any

reasonable certainty, to assess the real risk of holding these loans on [its] balance sheet." E-mail from Angelo Mozilo to Dave Sambol, Managing Director Countrywide (Sept. 26, 2006 10:15 AM PDT). Yet such loans were securitized and passed on to unsuspecting investors such as the Credit Unions.

145. With growing concern over the performance of Pay Option ARM loans in the waning months of 2007, Mozilo advised that he "d[id]n't want any more Pay Options originated for the Bank." E-mail from Angelo Mozilo Countrywide to Carlos Garcia, former Managing Director, Countrywide (Nov. 3, 2007 5:33 PM PST). In other words, if Countrywide was to continue to originate Pay Option ARM loans, it was not to hold onto the loans. Mozilo's concerns about Pay Option ARM loans were rooted in "[Countrywide's] inability to underwrite [Pay Option ARM loans] combined with the fact that these loans [we]re inherently unsound unless they are full doc, no more than 75% LTV and no piggys." *Id.*

146. In a March 27, 2006 e-mail, Mozilo reaffirmed the need to "oversee all of the corrective processes that will be put into effect to permanently avoid the errors of both judgement [sic] and protocol that have led to the issues that we face today" and that "the people responsible for the origination process understand the necessity for adhering to the guidelines for 100% LTV sub-prime product. This is the most dangerous product in existence and there can be nothing more toxic and therefore requires that no deviation from guidelines be permitted irrespective of the circumstances." E-mail from Angelo Mozilo to the former Countrywide Managing Directors (Mar. 27, 2006 8:53 PM PST).

147. Yet Countrywide routinely found exceptions to its underwriting guidelines without sufficient compensating factors. In an April 14, 2005 e-mail, Frank Aguilera, a Countrywide managing director, explained that the "spirit" of Countrywide's exception policy

was not being followed. He noted a “significant concentration of similar exceptions” that “denote[d] a divisional or branch exception policy that is out side [sic] the spirit of the policy.” E-mail from Frank Aguilera, Managing Director, Countrywide, to John McMurray, Managing Director, Countrywide (Apr. 14, 2005 12:14 PM PDT). Aguilera continued: “The continued concentration in these same categories indicates either a) inadequate controls in place to mange [sic] rogue production units or b) general disregard for corporate program policies and guidelines.” *Id.* Aguilera observed that pervasive use of the exceptions policy was an industry-wide practice:

> It appears that [Countrywide Home Loans]’ loan exception policy is more loosely interpreted at [Specialty Lending Group] than at the other divisions. I understand that [Correspondent Lending Division] has decided to proceed with a similar strategy to appease their complaint customers. . . . [Specialty Lending Group] has clearly made a market in this unauthorized product by employing a strategy that Blackwell has suggested is prevalent in the industry. . . .

Id.

148. Internal reports months after an initial push to rein in the excessive use of exceptions with a “zero tolerance” policy showed the use of exceptions remained excessive. E-mail from Frank Aguilera, Managing Director, Countrywide, to Brian Kuelbs, Managing Director, Countrywide, among others (June 12, 2006 10:13 AM PDT).

149. In February 2007, nearly a year after pressing for a reduction in the overuse of exceptions and as Countrywide claimed to be tightening lending standards, Countrywide executives found that exceptions continued to be used at an unacceptably high rate. Frank Aguilera stated that any “[g]uideline tightening should be considered purely optics with little change in overall execution unless these exceptions can be contained.” E-mail from Frank Aguilera, Managing Director, Countrywide, to Mark Elbuam, Managing Director, Countrywide, among others (Feb. 21, 2007 4:58 PM PST).

150. John McMurray, a former Countrywide managing director, expressed his opinion in a September 2007 e-mail that "the exception process has never worked properly." E-mail from John McMurray, Managing Director, to Jess Lederman, Managing Director, Countrywide (Sept. 7, 2007 10:12 AM PDT).

151. Countrywide conceded that the poor performance of loans it originated was, in many cases, due to poor underwriting. In April 2007, Countrywide noticed that its high CLTV ratio stated income loans were performing worse than those of its competitors. After reviewing many of the loans that went bad, a Countrywide executive stated that "in most cases [poor performance was] due to poor underwriting related to reserves and verification of assets to support reasonable income." E-mail from Russ Smith, Countrywide to Andrew Gissinger, Managing Director, Countrywide (Apr. 11, 2007 7:58 AM PDT).

152. On October 6, 2008, 39 states announced that Countrywide agreed to pay up to $8 billion in relief to homeowners nationwide to settle lawsuits and investigations regarding Countrywide's deceptive lending practices.

153. On July 1, 2008, NBC Nightly News aired the story of a former Countrywide regional Vice President, Mark Zachary, who sued Countrywide after he was fired for questioning his supervisors about Countrywide's poor underwriting practices.

154. According to Zachary, Countrywide pressured employees to approve unqualified borrowers. Countrywide's mentality, he said, was "what do we do to get one more deal done. It doesn't matter how you get there [i.e., how the employee closes the deal] . . . ." NBC Nightly News, Countrywide Whistleblower Reports "Liar Loans" (July 1, 2008) ("July 1, 2008 NBC Nightly News"). Zachary also stated that the practices were not the work of a few bad apples, but rather: "It comes down, I think from the very top that you get a loan done at any cost." *Id.*

155. Zachary also told of a pattern of: 1) inflating home appraisals so buyers could borrow enough to cover closing costs, but leaving the borrower owing more than the house was truly worth; 2) employees steering borrowers who did not qualify for a conventional loan into riskier mortgages requiring little or no documentation, knowing they could not afford it; and 3) employees coaching borrowers to overstate their income in order to qualify for loans.

156. NBC News interviewed six other former Countrywide employees from different parts of the country, who confirmed Zachary's description of Countrywide's corrupt culture and practices. Some said that Countrywide employees falsified documents intended to verify borrowers' debt and income to clear loans. NBC News quoted a former loan officer: "'I've seen supervisors stand over employees' shoulders and watch them . . . change incomes and things like that to make the loan work.'" July 1, 2008 NBC Nightly News.

157. Not surprisingly, Countrywide's default rates reflected its approach to underwriting. *See* 2008 "Worst Ten in the Worst Ten" Report. Countrywide appeared on the top ten list in six of the ten markets: 4th in Las Vegas, Nevada; 8th in Sacramento, California; 9th in Stockton, California and Riverside, California; and 10th in Bakersfield, California and Miami, Florida. When the OCC issued its updated 2009 "Worst Ten in the Worst Ten" Report, Countrywide appeared on the top ten list in every market, holding 1st place in Las Vegas, Nevada; 2nd in Reno, Nevada; 3rd in Merced, California; 6th in Fort Myers-Cape Coral, Florida, Modesto, California, and Stockton-Lodi, California; 7th in Riverside-San Bernardino, California and Fort Pierce-Port St. Lucie, Florida; 8th in Vallejo-Fairfield-Napa, California; and 9th in Bakersfield, California. *See* 2009 "Worst Ten in the Worst Ten" Report.

5. First National Bank of Nevada's Systematic Disregard of Underwriting Standards

158. First National Bank of Nevada ("FNB Nevada") was a large subprime mortgage lender. First National Bank Arizona ("FNB Arizona"), FNB Nevada, and First Heritage Bank were controlled by First National Bank Holding Company ("FNB Holding"), collectively ("FNB Group"). All were under common management. *See* Department of the Treasury, Office of the Inspector General, *Audit Report: Safety and Soundness: Material Loss Review of First National Bank of Nevada and First Heritage Bank, National Association* at 4 (Feb. 27, 2009) ("FNB Nevada OIG Report"), *available at* http://www.treasury.gov/about/organizational-structure/ig/Documents/ oig09033.pdf; David Enrich and Damian Paletta, *Failed Lender Played Regulatory Angles*, Wall St. J. (Oct. 3, 2008), *available at* http://online.wsj.com/article/ SB122298993937000343.html.

159. FNB Arizona ran the FNB Group's residential mortgage lending operation. *See* FNB Nevada OIG Report at 4.

160. The amount of mortgage loans originated by FNB Arizona grew from $1.5 billion in 2001 to $7 billion in 2006. *See* Enrich and Paletta, *Failed Lender Played Regulatory Angles*. FNB Arizona was an OTD lender; in 2006, $6.9 billion of its loans were packaged into RMBS. *See* FNB Nevada OIG Report at 5.

161. A series of investigations by the OCC detail how FNB Arizona achieved its rapid growth by pervasively disregarding its underwriting guidelines.

162. In 2004, the OCC inspected FNB Arizona and determined that it needed better "[p]rocedures to reduce underwriting exceptions" and better "[p]olicies and internal controls over the use of appraisers." FNB Nevada OIG Report at 44.

163. A 2005 OCC investigation found that "[c]redit underwriting and administration need improvement. The quickness of loan production has had priority over quality. Issues include loan appraisal violations (repeat issue) and inadequate practices over standby letters of credit." It recommended FNB Arizona "develop and implement procedures and accountability that are effective in reducing the high level of underwriting exceptions (repeat issue)" and reduce the number of employee and vendor errors in loan origination. It also cited FNB Arizona for two regulatory violations—failing to appraise properties prior to closing and failing to use independent appraisers. *Id.* at 44-46.

164. A 2006 investigation found that FNB Arizona still had not implemented "effective procedures and processes to reduce the level and number of underwriting exceptions." The OCC also noted that appraisers' reports were often missing or incomplete. *Id.* at 47

165. In 2007, FNB Arizona's liquidity problems prompted the OCC to initiate an informal enforcement action. It cited several matters requiring the direct attention of the bank's board, including internal loan review that lacked independence due to executive management influence, understaffed internal loan review, staffing levels and expertise that were not commensurate with the complexities of the bank's operations, and (yet again) the need to reduce underwriting exceptions. *See id.* at 48-50.

166. FNB Arizona's underwriting practices became so poor that in 2007 it was unable to sell $683 million of residential mortgages to securitizers. It was also forced to repurchase a number of its poorly underwritten mortgages. This contributed to a liquidity crisis for the entire FNB Group. *See id.* at 2, 6.

167. On June 30, 2008 FNB Arizona merged into FNB Nevada. Shortly thereafter, the OCC closed FNB Nevada and appointed the FDIC as its receiver. Press Release, *OCC Closes*

First National Bank of Nevada and Appoints FDIC Receiver (July 25, 2008), *available at* http://www.occ.gov/news-issuances/news-releases/2008/nr-occ-2008-87.html.

168. In its capacity as receiver for FNB Nevada, the FDIC sued the former directors and officers of the FNB Group. Compl., *FDIC v. Dorris*, No. 11-1652 (D. Ariz. filed Aug. 23, 2011). The FDIC alleged the same pervasive disregard of underwriting guidelines described above. *See id.* ¶¶ 38-42.

169. That complaint detailed how the bank's compensation structure was tied to the volume of loans originated, creating an incentive for bank employees to disregard the underwriting guidelines. *See id.* ¶ 30. FNB Arizona also used many mortgage brokers who had the same volume-based incentive to disregard underwriting guidelines and to inflate appraisals. *See id.* ¶¶ 33-34.

170. The suit settled less than two months after it was filed. Final Judgment Order, *FDIC v. Dorris*, Doc. 15., No 11-1652 (D. Ariz. Oct. 13, 2011).

171. Evidence uncovered in *Plumbers' Union Local No. 12 Pension Fund v. Nomura Asset Acceptance Corp.*, No. 08-10446 (D. Mass. filed Oct. 1, 2012) further highlights FNB Arizona's disregard of its underwriting guidelines. There, the Court allowed the Plumber's Union to engage in limited discovery, which uncovered four pertinent pieces of evidence:

- "[T]hree 'representative' no-document loans that [FNB Nevada] originated. In each of these 'No Doc' loans, the borrower's income was either unknown or unverified, or inadequate to make payments on the underlying mortgage, or if not, the borrower's debt to income ratio (DTI) belied any realistic probability that the borrower could keep up with mortgage payments over the life of the loan."
- "[T]he declaration of Susan Wright, who underwrote loans at [FNB Nevada] in 2006 and 2007 and generally corroborates the Complaint's allegations about [FNB Nevada]'s underwriting practices." "Wright describes [FNB Nevada]'s business model as trying to 'make as many loans as possible and then sell them as quickly as possible' and explains that their underwriting practices instructed underwriters to remove income and asset information already in the possession of

[FNB Nevada] from 'No Doc' loans. She states that [FNB Nevada] regularly made loans to borrowers whom '[FNB Nevada] knowingly qualified on the basis of what appeared to be obviously false information [and] [FNB Nevada] did not appear to reasonably expect that the borrowers would be able to repay these loans.'"

- "[S]everal emails generated by [FNB Nevada] employees, including Mortgage Division President Pat Lamb; Vice President of Risk Management Renea Aderhold; 'SVP Ops/Communication Manager' Beth Rothmuller; Senior Vice President Lisa Sleeper; and Senior Vice President and Risk Officer Eric Meschen, which collectively paint a picture of a devil-may-care underwriting culture."

- "[T]he expert report of Ira Holt, an accountant who performed a forensic analysis of 408 of the Trusts' loans using the [FNB Nevada] guidelines that were in place when they were originated. Holt found that 108 (26.5%) had material defects that violated even [FNB Nevada]'s slack underwriting standards." "According to Holt, he was unable to 're-underwrite' some of the 408 loans because of the lack of documentation, as well as the 'scrubbing' of the applicant's disqualifying data by [FNB Nevada]. According to plaintiffs, the number of loans in the sample with material defects may be considerably higher than Holt's estimates."

Plumber's Union Local No. 12 Pension Fund v. Nomura Asset Acceptance Corp., 08-10446-RGS, 2012 WL 4480735, at *3 & nn. 6, 8 (D. Mass. Oct. 1, 2012).

172. The Court held allegations based on that evidence were sufficient to survive a motion to dismiss. *See id.* at *3 ("[D]efendants' efforts to impugn plaintiffs' evidence is largely factual in nature and better fitted to a summary judgment motion than the relaxed pleading standard that attaches to a Rule 12(b)(6) motion.").

173. Lehman Brothers has also sued FNB Arizona for selling mortgages containing misrepresentations about borrowers' finances, employment, and the nature of the property. That case settled for an undisclosed amount. *See* Philip Shiskin, *Bankers Escape Big Penalties in FDIC Failed Bank Case* (Feb. 23, 2012), *available at* http://www.reuters.com/article/2012/02/23/us-bankers-fdic-idUSTRE81M1UH20120223; Compl., *Lehman Mortg. Trust Mortg. v. First Nat'l Bank of Nev.*, Nos. CV2006-018929 (AZ Super. Ct., Maricopa Cnty. filed Dec. 12, 2006).

6. Fremont's Systematic Disregard of Underwriting Standards

174. Senator Carl Levin, at a hearing before the Senate PSI, singled out Fremont as a lender "'known for poor quality loans.'" Opening Statement of Sen. Carl Levin, Chairman, Permanent S. Comm. on Investigations, Hearing on *Wall Street and the Financial Crisis: The Role of Credit Rating Agencies* (Apr. 23, 2010). Senator Levin recounted how an analyst with S&P raised concerns about the quality of Fremont-originated loans in a Goldman Sachs RMBS offering:

> In January 2007, S&P was asked to rate an RMBS being assembled by Goldman Sachs using subprime loans from Fremont Investment and Loan, *a subprime lender known for loans with high rates of delinquency*. On January 24, 2007, an analyst wrote seeking advice from two senior analysts: "I have a Goldman deal with subprime Fremont collateral. *Since Fremont collateral has been performing not so good, is there anything special I should be aware of*?" One analyst responded: "*No, we don't treat their collateral any differently.*" The other asked: "are the FICO scores current?" "Yup," came the reply. Then "You are good to go." In other words, *the analyst didn't have to factor in any greater credit risk for an issuer known for poor quality loans, even though three weeks earlier S&P analysts had circulated an article about how Fremont had severed ties with 8,000 brokers due to loans with some of the highest delinquency rates in the industry*. In the spring of 2007, Moody's and S&P provided AAA ratings for 5 tranches of RMBS securities backed by Fremont mortgages. By October, both companies began downgrading the CDO. Today all five AAA tranches have been downgraded to junk status.

Id. (emphasis added).

175. Fremont currently faces a lawsuit filed by Cambridge Place Investment, Inc., which is mentioned in this August 15, 2010 article in the Myrtle Beach Sun-News:

> Cambridge hinges much of its case on 63 confidential witnesses who testified in court documents about the reckless lending practices that dominated the subprime market during the real estate boom.
>
> Fremont, for example, regularly approved loans with unrealistic stated incomes – such as pizza delivery workers making $6,000 a month, according to the lawsuit.
>
> Other Fremont witnesses said in court documents that loan officers spotted and ignored fraudulent information, such as falsified pay stubs, every day.

David Wren, *Myrtle Beach Area Loans Lumped Into Spiraling Mortgage-Backed Securities*, MYRTLE BEACH SUN-NEWS, Jan. 13, 2011, at A. On September 28, 2012, the court denied in principal part Defendants' Joint Motion to Dismiss For Failure to State a Claim. *See Cambridge Place Inv. Mgmt. Inc. v. Morgan Stanley & Co., Inc., et al.*, Case No. 10-2741 (Mass. Super).

176. On December 21, 2011, the Federal Housing Finance Agency ("FHFA") filed an amended complaint against UBS Americas, Inc., alleging securities laws violations concerning RMBS purchases made by Freddie Mac and Fannie Mae. In the complaint, the FHFA alleged:

> A confidential witness who previously worked at Fremont in its system operations and underwriting sections stated that Fremont consistently cut corners and sacrificed underwriting standards in order to issue loans. He noted that "Fremont was all about volume and profit," and that when he attempted to decline a loan, he was regularly told "you have signed worse loans than this." The same witness also said that employees at Fremont would create documents that were not provided by the borrowers, including check stubs and tax documents, in order to get loans approved. The confidential witness stated that Fremont regularly hired underwriters with no experience, who regularly missed substantial numbers of answers on internal underwriting exams. He explained that like many Fremont employees, he quit because he was uncomfortable with the company's practices.

See Federal Housing Fin. Agency v. UBS Americas, Inc., Case No. 11 Civ. 05201 (S.D.N.Y.) (Second Amended Complaint, filed Dec. 21, 2011). The court denied a motion to dismiss the complaint in May 2012. *See Federal Housing Fin. Agency v. UBS Americas, Inc.*, 858 F. Supp. 2d 306 (S.D.N.Y. 2012). On July 25, 2013, the FHFA announced that it had reached an agreement to settle the case for $885 million.

177. Fremont was also included in the 2008 "Worst Ten in the Worst Ten" Report, ranking 1st in Miami, Florida; 3rd in Riverside, California; 4th in Denver, Colorado and Sacramento, California; 5th in Stockton, California; 6th in Detroit, Michigan and Las Vegas, Nevada; 7th in Bakersfield, California; and 10th in Memphis, Tennessee. *See* 2008 "Worst Ten in the Worst Ten" Report. In the 2009 "Worst Ten of the Worst Ten" Report, Fremont holds the

following positions: 2nd in Fort Myers-Cape Coral, Florida and Fort Pierce-Port St. Lucie, Florida; 4th in Riverside-San Bernardino, California; 5th in Stockton-Lodi, California and Vallejo-Fairfield-Napa, California; 7th in Las Vegas, Nevada and Modesto, California; and 8th in Bakersfield, California and Merced, California. *See* 2009 "Worst Ten in the Worst Ten" Report.

7. IndyMac's Systematic Disregard of Underwriting Standards

178. On July 11, 2008, just four months after IndyMac filed its 2007 Annual Report, federal regulators seized IndyMac in what was among the largest bank failures in U.S. history. IndyMac's parent, IndyMac Bancorp, Inc., filed for bankruptcy on July 31, 2008.

179. On March 4, 2009, the Office of the Inspector General of the United States Department of the Treasury ("Treasury OIG") issued Audit Report No. OIG-09-032, titled "Safety and Soundness: Material Loss Review of IndyMac Bank, FSB" (the "IndyMac OIG Report") reporting the results of Treasury OIG's review of the failure of IndyMac. The IndyMac OIG Report portrays IndyMac as a company determined to originate as many loans as possible, as quickly as possible, without regard for the quality of the loans, the creditworthiness of the borrowers, or the value of the underlying collateral.

180. According to the IndyMac OIG Report, "[t]he primary causes of IndyMac's failure were . . . associated with its" "aggressive growth strategy" of "originating and securitizing Alt-A loans on a large scale." IndyMac OIG Report at 2. The report found, "IndyMac often made loans without verification of the borrower's income or assets, and to borrowers with poor credit histories. Appraisals obtained by IndyMac on underlying collateral were often questionable as well." *Id*.

181. IndyMac "encouraged the use of nontraditional loans," engaged in "unsound underwriting practices" and "did not perform adequate underwriting," in an effort to "produce as many loans as possible and sell them in the secondary market." *Id*. at 11, 21. The IndyMac OIG Report reviewed a sampling of loans in default and found "little, if any, review of borrower qualifications, including income, assets, and employment." *Id*. at 11.

182. IndyMac was not concerned by the poor quality of the loans or the fact that borrowers simply "could not afford to make their payments" because, "as long as it was able to sell those loans in the secondary mortgage market," IndyMac could remain profitable. *Id*. at 2-3.

183. IndyMac's "risk from its loan products. . .was not sufficiently offset by other underwriting parameters, primarily higher FICO scores and lower LTV ratios." *Id*. at 31.

184. Unprepared for the downturn in the mortgage market and the sharp decrease in demand for poorly underwritten loans, IndyMac found itself "hold[ing] $10.7 billion of loans it could not sell in the secondary market." *Id*. at 3. This proved to be a weight it could not bear, and IndyMac ultimately failed. *See id*.

185. In June 2008, the Center for Responsible Lending ("CRL") published a report entitled IndyMac: What Went Wrong? How an 'Alt-A' Leader Fueled its Growth with Unsound and Abusive Mortgage Lending (June 30, 2008) ("CRL Report"), *available at* http://www.responsiblelending.org/mortgage-lending/research-analysis/indymac_what_went_wrong.pdf. The CRL Report detailed the results of the CRL's investigation into IndyMac's lending practices. CRL based its report on interviews with former IndyMac employees and reviewed numerous lawsuits filed against IndyMac. The CRL Report summarized the results of its investigation as follows:

> IndyMac's story offers a body of evidence that discredits the notion that the mortgage crisis was caused by rogue brokers or by borrowers who lied to bankroll

> the purchase of bigger homes or investment properties. CRL's investigation indicates many of the problems at IndyMac were spawned by top-down pressures that valued short-term growth over protecting borrowers and shareholders' interests over the long haul.

CRL Report at 1.

186. CRL reported that its investigation "uncovered substantial evidence that [IndyMac] engaged in unsound and abusive lending during the mortgage boom, routinely making loans without regard to borrowers' ability to repay [the mortgage loans]." *Id*. at 2.

187. The CRL Report stated that "IndyMac pushed through loans with fudged or falsified information or simply lowered standards so dramatically that shaky loans were easy to approve." *Id*.

188. The CRL Report noted that "[a]s IndyMac lowered standards and pushed for more volume," "the quality of [IndyMac's] loans became a running joke among its employees." *Id*. at 3.

189. Former IndyMac mortgage underwriters explained that "loans that required no documentation of the borrowers' wages" were "[a] big problem" because "these loans allowed outside mortgage brokers and in-house sales staffers to inflate applicants' [financial information] . . . and make them look like better credit risks." *Id*. at 8. These "shoddily documented loans were known inside the company as 'Disneyland loans'—in honor of a mortgage issued to a Disneyland cashier whose loan application claimed an income of $90,000 a year." *Id*. at 3.

190. The CRL also found evidence that: (1) managers pressured underwriters to approve shaky loans in disregard of IndyMac's underwriting guidelines; and (2) managers overruled underwriters' decisions to deny loans that were based upon falsified paperwork and inflated appraisals. For instance, Wesley E. Miller, who worked as a mortgage underwriter for IndyMac in California from 2005 to 2007, told the CRL:

> [W]hen he rejected a loan, sales managers screamed at him and then went up the line to a senior vice president and got it okayed. "There's a lot of pressure when you're doing a deal and you know it's wrong from the get-go – that the guy can't afford it," Miller told CRL. "And then they pressure you to approve it."
>
> The refrain from managers, Miller recalls, was simple: "Find a way to make this work."

Id. at 9 (footnote omitted).

191. Likewise, Audrey Streater, a former IndyMac mortgage underwriting team leader, stated: "I would reject a loan and the insanity would begin. It would go to upper management and the next thing you know it's going to closing." *Id*. at 1, 3. Streater also said the "prevailing attitude" at IndyMac was that underwriting was "window dressing – a procedural annoyance that was tolerated because loans needed an underwriter's stamp of approval if they were going to be sold to investors." *Id*. at 8.

192. Scott Montilla, who was an IndyMac mortgage loan underwriter in Arizona during the same time period, told the CRL that IndyMac management would override his decision to reject loans about 50% of the time. See id. at 9. According to Montilla:

> "I would tell them: 'If you want to approve this, let another underwriter do it, I won't touch it – I'm not putting my name on it,'" Montilla says. "There were some loans that were just blatantly overstated. . . . Some of these loans are very questionable. They're not going to perform."

Id. at 10.

193. Montilla and another IndyMac mortgage underwriter told the CRL that borrowers did not know their stated incomes were being inflated as part of the application process. *See id*. at 14.

194. On July 2, 2010, the FDIC sued certain former officers of IndyMac's Homebuilder Division ("HBD"), alleging that IndyMac disregarded its underwriting practices, among other things, and approved loans to borrowers who were not creditworthy or for projects

with insufficient collateral. *See* Compl. ¶ 6, *FDIC v. Van Dellen*, No. 2:10-cv-04915-DSF (C.D. Cal. filed July 2, 2010). The case was tried in late 2012, and the jury entered verdict in favor of the FDIC.

195. IndyMac currently faces a class action lawsuit alleging disregard of underwriting standards that adversely affected the value of the purchased RMBS. *See* Class Action Compl., *In re IndyMac Mortgage-Backed Sec. Litig.*, No. 09-4583 (S.D.N.Y. filed May 14, 2009). On June 21, 2010, the class action lawsuit survived a motion to dismiss.

196. IndyMac's failure to abide by its underwriting standards left investors holding severely downgraded junk securities. As a result of IndyMac's systematic disregard of its underwriting standards, the OCC included IndyMac in the OCC's 2008 "Worst Ten in the Worst Ten" Report. IndyMac ranked 10th in Las Vegas, Nevada in both 2008 and 2009, while coming in at 10th in Merced, California, Riverside-San Bernardino, California, and Modesto, California in 2009. *See* 2008 "Worst Ten in the Worst Ten" Report; 2009 "Worst Ten in the Worst Ten" Report.

8. New Century's Systematic Disregard of Underwriting Standards

197. New Century Mortgage Corporation and NC Capital Corporation were subsidiaries of New Century Financial Corp. (collectively "New Century"). New Century was founded in 1995 in Irvine, California, and grew to be one of the nation's largest subprime lenders—originating $60 billion in loans in 2006 alone.

198. New Century failed amid revelations that its books contained numerous accounting errors, government investigations and a liquidity crisis when its Wall Street backers pulled the financial plug on loan funding. The circumstances leading to its collapse tell the story

of a company— like so many other lenders of the time—that was far more concerned with originating mortgages to fuel the securitization machine than in the quality of those mortgages.

199. A June 2, 2008 article in the Columbus Dispatch summarized New Century's reputation in the industry:

> The California-based mortgage company catered to the riskiest borrowers, even those with credit scores as low as 500. Its brokers cut deals by asking few questions and reviewing even fewer documents, investigators say.
>
> Homeowners struggling to pay their existing mortgages signed up for what they believed to be redemption: a new loan. They were unaware of the warnings from lending and legal experts that New Century loaned money with a devil-may-care-attitude.
>
> New Century typified the book-'em-at-any-cost mentality that fueled the national mania for high-rate mortgages, commonly called subprime

Jill Riepenhoff & Doug Haddix, *Risky Refinancings Deepen Financial Hole*, COLUMBUS DISPATCH, June 2, 2008, at 1A.

200. The article continued:

> Lending experts and consumer advocates say New Century was the poster child for the subprime tsunami – a company that relaxed lending standards so much that even borrowers with fresh bankruptcies and foreclosures could get a mortgage.

Id.

201. New Century's foreclosure rates reflected its inattention to underwriting standards. Indeed, New Century appeared in the OCC's 2008 "Worst Ten in the Worst Ten" Report in every housing market highlighted. Incredibly, New Century appeared in the top five in every market—1st in Las Vegas, Nevada and Riverside, California; 2nd in Cleveland, Ohio, Denver, Colorado, Sacramento, California and Stockton, California; 3rd in Bakersfield, California and Detroit, Michigan; and 5th in Miami, Florida and Memphis, Tennessee.

202. When the OCC issued its updated 2009 "Worst Ten in the Worst Ten" Report, New Century rose to the top three in every one of the ten worst markets, holding 1st place in—Reno, Nevada, Bakersfield, California, Riverside-San Bernardino, California and Fort Myers-Cape Coral, Florida; 2nd place in Modesto, California, Las Vegas, Nevada, Merced, California, Stockton-Lodi, California; and 3rd place in Fort Pierce-Port St. Lucie, Florida and Vallejo-Fairfield-Napa, California.

203. The U.S. Bankruptcy Court of the District of Delaware presiding over New Century's bankruptcy case appointed Michael J. Missal ("the Examiner") to examine "any and all accounting and financial statement irregularities, errors and misstatements" in connection with New Century's practices and procedures. The Examiner engaged a law firm, forensic accountants and financial advisors to assist in his investigation and reporting. His final report to the Bankruptcy Court dated February 29, 2008 (the "Examiner's Report") was unsealed and publicly released on March 26, 2008.

204. The Examiner concluded that New Century "engaged in a number of significant improper and imprudent practices related to its loan originations, operations, accounting and financial reporting processes." Examiner's Report, at 2. The Examiner summarized the findings:

- "New Century had a brazen obsession with increasing loan originations, without due regard to the risks associated with that business strategy. Loan originations rose dramatically in recent years, from approximately $14 billion in 2002 to approximately $60 billion in 2006. The Loan Production Department was the dominant force within the Company and trained mortgage brokers to originate New Century loans in the aptly named 'CloseMore University.' Although a primary goal of any mortgage banking company is to make more loans, New Century did so in an aggressive manner that elevated the risks to dangerous and ultimately fatal levels." *Id*. at 3.

- "The increasingly risky nature of New Century's loan originations created a ticking time bomb that detonated in 2007. Subprime loans can be appropriate for a large number of borrowers. New Century, however, layered the risks of loan products upon the risks of loose underwriting standards in its loan originations to high risk borrowers." *Id.*

- "More than 40% of the loans originated by New Century were underwritten on a stated income basis. These loans are sometimes referred to as 'liars' loans' because borrowers are not required to provide verification of claimed income, leading a New Century employee to tell certain members of Senior Management in 2004 that 'we are unable to actually determine the borrowers' ability to afford a loan.'" *Id.*

- "New Century also made frequent exceptions to its underwriting guidelines for borrowers who might not otherwise qualify for a particular loan. A Senior Officer of New Century warned in 2004 that the 'number one issue is exceptions to guidelines.' Moreover, many of the appraisals used to value the homes that secured the mortgages had deficiencies." *Id.* at 3-4.

- "Senior Management turned a blind eye to the increasing risks of New Century's loan originations and did not take appropriate steps to manage those risks. New Century's former Chief Credit Officer noted in 2004 that the Company had "no standard for loan quality. Instead of focusing on whether borrowers could meet their obligations under the terms of the mortgages, a number of members of the Board of Directors and Senior Management told the Examiner that their predominant standard for loan quality was whether the loans New Century originated could be initially sold or securitized in the secondary market." *Id.* at 4.

- "Senior Management was aware of an alarming and steady increase in early payment defaults ('EPD') on loans originated by New Century, beginning no later than mid-2004. The surge in real estate prices slowed and then began to decrease, and interest rates started to rise. The changing market conditions exacerbated the risks embedded in New Century's products, yet Senior Management continued to feed eagerly the wave of investor demands without anticipating the inevitable requirement to repurchase an increasing number of bad loans. Unfortunately, this wave turned into a tsunami of impaired and defaulted mortgages. New Century was not able to survive and investor suffered mammoth losses." *Id.*

- The Examiner's Report also stated that New Century's underwriting and appraisal systems were antiquated. Rather than undertaking sophisticated risk assessments, New Century relied on outdated manual systems that, according to a member of New Century management interviewed by the Examiner, allowed New Century to "finagle anything." *Id*. at 54.

205. Brad Morrice, New Century's CEO beginning in 2006, acknowledged that "bad appraisals were a frustrating source of concern and the main cause of loan 'kickouts,'" *i.e.*, a

rejection of certain loans by investors, and that "improper appraisals were the biggest contributors to losses when loans went bad." *Id*. at 61-62.

206. From 2003 to 2006, New Century began peddling riskier and riskier products, yet failed to employ underwriting safeguards that might have mitigated the inherent risk associated with such products. For instance, from March 2003 to June 2005, the percentage of interest-only loans New Century originated leapt from 0% to 38.49%. And from 2004 to 2005, the percentage of interest-only ARMs rose from 19.3% to 29.6% of the total volume of New Century's originations and purchases. New Century qualified borrowers based on their ability to pay the initial interest rate rather than the interest plus principal amortization, which was added after the first several years. *Id*. at 57, 125-26.

207. Likewise, from 2004 through 2006, New Century increasingly sold "stated income" loans—with such loans representing at least 42% of New Century's total loan volume. (Table, Missal 57). "Stated income" loans involve no documentation regarding a borrower's income; instead, the loan is made based on the borrower's statement as to the amount of his or her income. Stated income loans are often referred to in the industry as "liars' loans," because of the ease with which unscrupulous borrowers or mortgage brokers can overstate income. (Examiner's Report, at 58). New Century actively discouraged its employees from even seeking to verify whether a prospective borrower's stated income was reasonable. *Id*. at 127 n.314.

208. The Examiner identified several "red flags" that were indicative of the poor quality of New Century's loans and the fact that New Century was not adhering to its underwriting guidelines. Specifically, the Examiner noted that "defective appraisals, incorrect credit reports and missing documentation" had led to a high number of kick-outs by investors, all of which "suggested that New Century's loan origination processes were not consistently

producing loans that met New Century's underwriting standards and investor guidelines." *Id*. at 109.

209. The Examiner found:

- New Century's Senior Management recognized that the Company had serious loan quality issues beginning as early as 2004. For example, in April 2004, New Century's Chief Credit Officer reported that 'the QA [quality assurance] results [pertaining to the loan origination processes] are still at unacceptable levels' and that 'Investor Rejects [kickouts] are at an incline as well.' Two months later, in June 2004, the head of Secondary Marketing remarked in an e-mail that 'we have so many issues pertaining to quality and process!'"

Id. at 110.

210. In 2005, New Century began internal audits of its loan origination and production processes. An audit of the Sacramento wholesale fulfillment center revealed a number of "high risk" problems, including the fact that 45% of the loans reviewed had improper RESPA disclosures, 42% did not have approval stipulations fully satisfied, 39% had noted exceptions with respect to the calculation or verification of income, and 23% had appraisal exceptions or problems. *See id*. at 152.

211. Further adding to the problem was the fact that exceptions were frequently granted to underwriting guidelines, but "New Century had no formal exceptions policy." *Id*. at 174.

212. With no policy in place, the granting of exceptions was arbitrary. Despite upper management's awareness of the tremendous problems regarding loan quality, the Examiner concluded that "New Century continued to focus on generating greater quantities of ever riskier loans, devoting little effort to such basic issues as making sure that the Company's loan origination and underwriting policies and procedures were followed to avoid kickouts of loans offered for sale." *Id*. at 111.

213. The Examiner reported:

> New Century's loan originations grew at an enormous rate from 2000 through 2006, becoming the second largest subprime lender by the end of 2004 and remaining one of the largest in 2005. The Production Department was highly motivated and effective in originating such loans and apparently resisted changes that might have limited loan production volume. While both the Quality Assurance and Internal Audit Departments identified loan quality problems, and kick-out and EPD rates confirmed many of these problems, the Production Department devoted its resources to generating high volumes of loans, with relatively little attention to loan quality.

Id. at 113.

214. New Century consistently prioritized the origination of new loans over virtually all other concerns, including loan quality. Despite after-the-fact assertions by some company spokespeople that such disregard was anomalous, New Century leaders articulated priorities demonstrating that the disregard was, in fact, systematic. For example, Patrick Flanagan, who until 2006 was New Century's Head of Loan Production and Secondary Marketing, "emphasized maintaining New Century's loan production even when field audits revealed loan quality problems." *Id*. at 89. Even after Flanagan left the company, New Century's prioritization of volume, rather than quality, continued.

215. The Examiner noted that New Century's Quality Assurance Department would run audit reports after loans were funded to determine if the loan file evidenced compliance with New Century's underwriting guidelines. "The Quality Assurance audit results tended to identify the same sorts of problems as identified in the kickout reports, such as faulty appraisals, undocumented exceptions to underwriting guidelines and missing documentation from loan files." Despite this fact, "since such post-funding audits did not directly affect profitability, some in Management discounted their importance." *Id*. at 137.

216. The Examiner's Report contained pages of findings that management ignored the loan quality issue and resisted efforts to implement strategies that would improve the quality of loans. For instance, the Examiner reported that management had determined a way to identify underwriters whose actions led to a high number of defective loans in October 2005, but failed to implement the effort until much later. *See id.* at 169 n.337.

217. The Examiner's Report found that loan quality trends "worsened dramatically" at New Century in 2006 and early 2007. Although New Century made a belated effort to improve loan quality late in 2006, it was "too little too late" and even as late as December 2006, "the same sorts of problems, including defective appraisals and missing documentation continued to be the main reasons for investors kicking out increasing quantities of New Century loans." *Id.* at 157-58.

218. The Examiner concluded, "New Century knew from multiple data sources that its loan quality was problematic, starting no later than 2004. Yet… the Board of Directors and Senior Management before 2006 took few steps to address the troubling loan quality trends." *Id.* at 175.

219. On April 7, 2010, Patricia Lindsay, former Vice President of Corporate Risk at New Century, who worked for the company from 1997 through December 2007, corroborated the Examiner's findings in her testimony before the FCIC. She testified that at New Century, risk managers were often viewed as a roadblock rather than a resource and that:

> Account executives, who were New Century employees who brought loans in from brokers, were primarily compensated on commission of closed loans that they brought in. . . . Many of the sales managers and account executives lacked any real estate or mortgage experience. They were missing the depth of experience necessary to make an informed lending decision. These same sales mangers had the ability to make exceptions to guidelines on loans, which would result in loans closing with these exceptions, at times over the objections of seasoned appraisers, underwriters or risk personnel. Some of the best sales

> managers had underwriting backgrounds and were more closely aligned with risk management and better at understanding potential problems, but this was the exception and not the rule.

Section 2: Subprime Origination and Securitization Before the Fin. Crisis. Inquiry Comm'n (Apr. 7, 2010) (testimony of Patricia Lindsay, former Vice President of Corporate Risk, New Century).

220. She also testified as to systematic problems in the appraisal process:

> In my experience at New Century, fee appraisers hired to go to the properties were often times pressured into coming in "at value", fearing if they didn't, they would lose future business and their livelihoods. They would charge the same fees as usual, but would find properties that would help support the needed value rather than finding the best comparables to come up with the most accurate value.

Id.

221. Ms. Lindsay noted that at the end, New Century's approach to lending lacked "common sense"—that the business became "volume driven and automated" with a broker being able to get a loan pre-approved in "12 seconds or less." *Id*.

222. In December 2009, the SEC filed a complaint charging three former New Century executives with securities fraud. *See Securities & Exchange Commission v. Morrice, et al.*, Case No. SACV09-01426 JVS (C.D. Cal. filed Dec. 7, 2009). The SEC's complaint alleges that the New Century executives misled investors as to the deterioration of New Century's loan portfolio, including dramatic increases in early default rates and loan repurchases/repurchase requests. On July 30, 2010, the SEC announced it had accepted offers to settle the case, subject to court approval, with defendants agreeing to (1) pay over $1.5 million in disgorgement and civil penalties; (2) be permanently enjoined from further securities law violations and (3) a five-year ban on serving as an officer or director of a public company.

9. People's Choice Home Loans's Systematic Disregard of Underwriting Standards

223. People's Choice Home Loan Inc. ("People's Choice") was a subprime mortgage lender headquartered in Irvine, California. People's Choice filed for bankruptcy in March 2007, seeking Chapter 11 protection.

224. People's Choice was prominently featured in a March 22, 2009 program on Dateline NBC which highlighted the underhanded lending practices committed by various mortgage companies:

> James LaLiberte joined People's Choice in 2004 as the chief credit officer, overseeing the underwriting. Later, he was promoted to one of the top positions, chief operating officer, and was in charge of all operations and setting credit guidelines.
>
> He presented Dateline with a list of nearly 13,000 loans People's Choice funded in one year from April 2004 through March 2005, totaling more than $2 billion. Many of the loans, he said, were questionable; some possibly fraudulent.
>
> In an interview, he said that when he came on board, the company's reputation was "spotty at best," though he acknowledged the company was more conservative than many other subprime lenders.
>
> …
>
> Income discrepancies Dateline independently researched dozens of the stated income loans on the list LaLiberte presented and found many instances where incomes apparently were inflated.
>
> Examples on the People's Choice list included a registered massage therapist who claimed an income of $15,000 a month ($180,000 a year) and whom People's Choice loaned $640,000. According to the Web site Salary.com, which is often used by lenders, the median income in the zip code where the borrower lived is $3,799 a month, about one quarter of the amount the borrower claimed
>
> A manicurist who borrowed $445,500 in 2004 claimed monthly income of $16,800, more than $200,000 a year. Later, she filed for bankruptcy and submitted papers to the court reporting her 2005 annual income as $27,092, meaning $2,258 a month (plus approximately $4,500 a year in child support).
>
> Another borrower in 2005 listed herself as director of development for a charity earning $15,500 a month ($186,000 a year) and obtained $655,000. But a review

of the charity's publicly-filed tax returns shows that the director of development that year was paid $69,808, or $5,817 a month. Surprisingly, that person has a different name from the borrower. A call to the charity elicited the information that the borrower indeed had worked there at the time the loan was issued, but held a position below director of development.

Former People's Choice COO LaLiberte said that he used the list of loans as a training tool. He put the spreadsheet up on a screen to highlight the types of loans the company should stop issuing.

"The initial reaction was laughter," LaLiberte said. "And then I said, 'Well, wait a minute here. Y'all think it's funny. I think it's funny, too, sort of. But these are loans that we funded. These are loans that we wired the money on.'"

He said that when he tried to implement more controls, he ran into resistance. "The chief appraiser once said, 'Fraud is what we do.' That's how we got where we are today.'" Another former executive told Dateline he was present when the comment was made and confirmed the accuracy of LaLiberte's account.

…

Eileen Loiacono was an underwriter at People's Choice from 2003 until September 2005. She said LaLiberte tried to do the right thing, but lost out to more powerful forces.

She and several other underwriters told Dateline that they felt pressured by sales staff to approve questionable applications. While their work as underwriters was supervised by a chief credit officer, they said that for administrative and basic personnel matters, they reported to sales managers.

One former People's Choice manager who spoke on condition of anonymity said, "That place was run by the sales people," some making $200,000 to $300,000 a month. That did create pressure on underwriters, the former manager said. "There was a lot of 'keep your mouth shut' going on, meaning you just didn't ask questions about things you knew were wrong."

Loiacono said that the problems and pressure were not restricted to stated income loans, but also involved full documentation applications for which borrowers submitted records to prove how much they made.

Falsified documents

She said she saw numerous instances of falsified W-2s, tax returns, and bank statements, including crude cut-and-paste jobs. "They would use someone else's tax returns, and then they'd put someone else's name in them," she said.

> She said that she challenged about a third of all loan applications but was overruled by company executives the vast majority of the time.
>
> According to Loiacono and several other underwriters, in a few instances, sales people offered incentives to sign off on loans. Loaicono claimed the offers included breast implants, cars, and cash. She said she declined all such offers and reported them to the human resources department. She said nothing was done, as far as she knows.
>
> Loiacono said that some sales people engaged in intimidation, threatening, for instance, to slash the tires of an uncooperative underwriter. Another underwriter, who requested anonymity, told Dateline her car was scratched up with a key by a sales person she crossed.
>
> The environment became too uncomfortable, Loiacono said, so she quit in September 2005. "I wanted to be able to sleep at night without feeling like I was coming into a fight every day about something that I knew needed to be done right, and was not being done right."

Chris Hansen, '*If You Had a Pulse, We Gave You a Loan*,' NBC Dateline (Mar. 22, 2009) http://www.msnbc.msn.com/id/29827248/ns/dateline_nbc-the_hansen_files_with_chris_hansen/.

10. Silver State's Systematic Disregard of Underwriting Standards

225. Silver State Mortgage Company ("Silver State") was a national wholesale and residential mortgage lender headquartered in Las Vegas, Nevada.

226. Silver State ceased operations in February 2007 amid the turmoil of the subprime mortgage crisis. The details of Silver State's mortgage lending practices slowly emerged after it ceased operations.

227. A former Silver State employee recounted his experiences as a loan officer with Silver State in a May 9, 2008 This American Life story on NPR entitled "The Giant Pool of Money." Mike Garner, the former Silver State employee, related how Silver State did not adequately assess whether the income of borrowers under Silver State's "stated income" product was reasonable compared to the borrowers' line of work:

> Garner: The next guideline lower is just stated income, stated assets. Then you state what you make and state what's in your bank account. They call and make

> sure you work where you say you work. Then an accountant has to say for your field it is possible to make what you said you make. But they don't say what you make, they just say it's possible that they could make that.

Alex Blumberg & Adam Davidson, *The Giant Pool of Money* (National Public Radio broadcast May 9, 2008), *transcript available at* http://www.thisamericanlife.org/sites/default/files/355_transcript.pdf.

228. Alex Blumberg, one of the NPR interviewers, commented on how easy it could have been to simply provide a W-2. Garner responded by describing the means by which loan officers would determine whether the income was reasonable for the occupation:

> Blumberg: It's just so funny that instead of just asking people to prove what they make, there's this theater in place of you have to find an accountant sitting right in front of me who could very easily provide a W2, but we're not asking for a W2 form, but we do want this accountant to say yeah, what they're saying is plausible in some universe.
>
> Garner: Yeah, and loan officers would have an accountant they could call up and say "Can you write a statement saying a truck driver can make this much money?" Then the next one, came along, and it was no income, verified assets. So you don't have to tell the people what you do for a living. You don't have to tell the people what you do for work. All you have to do is state you have a certain amount of money in your bank account. And then, the next one, is just no income, no asset. You don't have to state anything. Just have to have a credit score and a pulse.

Id.

229. Garner recounted how his boss at Silver State despised these types of loan products that permitted such wanton disregard of underwriting standards. Garner concluded:

> Garner: Yeah. And my boss was in the business for 25 years. He hated those loans. He hated them and used to rant and say, "It makes me sick to my stomach the kind of loans that we do." He fought the owners and sales force tooth and neck about these guidelines. He got [the] same answer. Nope, other people are offering it. We're going to offer them too. We're going to get more market share this way. House prices are booming, everything's gonna [sic] be good. And . . . the company was just rolling in the cash. The owners and the production staff were just raking it in.

Id.

230. Instead, Silver State, like many other originators, focused on keeping up with the competition, sacrificing adherence to underwriting guidelines. This quixotic quest for higher profits and more market share ultimately failed as Silver State ceased operations in 2007, no longer maintaining any share of the mortgage market.

11. WMC's Systematic Disregard of Underwriting Standards

231. In 2004, when General Electric ("GE") purchased it from a private equity firm, WMC Mortgage Corporation ("WMC") was the sixth-largest subprime lender in the country. WMC specialized in nonprime loans and jumbo loans of up to $1 million.

232. On January 20, 2012, the Huffington Post reported that the FBI and the Department of Justice are investigating possible fraud at WMC.

233. Another article published that same day on iwatchnews.org elaborated on the investigation. According to the article, "the government is asking whether WMC used falsified paperwork, overstated borrowers' income and other tactics to push through questionable loans" with the probe focused on whether "senior managers condoned improper practices that enabled fraudulent loans to be sold to investors." The article reports:

> The FBI's San Francisco office indicated that it has been looking into WMC's business practices for nearly two years, according to one of the people who has knowledge of the investigation. The bureau has examined individual WMC loan files and has begun contacting former employees about how the lender handled the sale of mortgages to investors, this person said.

Michael Hudson, "Feds investigating possible fraud at GE's former subprime unit," iwatchnews.org, Jan. 20, 2012, *available at* http://www.publicintegrity.org/2012/01/20/7908/feds-investigating-possible-fraud-ge-s-former-subprime-unit.

234. In another iwatchnews.org article, Hudson provided a lengthy report on GE's purchase of WMC and the practices of WMC's sales staff to push through loans at any cost. According to the article, several ex-employees claim that many WMC sales staff "embraced fraud as a tool for pushing through loans that borrowers couldn't afford" and that WMC ignored reports of loans supported by falsified documents and inflated incomes. The article continues:

> Dave Riedel, a former compliance manager at WMC, says sales reps intent on putting up big numbers used falsified paperwork, bogus income documentation and other tricks to get loans approved and sold off to Wall Street investors.
>
> One WMC official, Riedel claims, went so far as to declare: "Fraud pays."
>
> . . . .
>
> [Riedel] supervised a quality-control team of a dozen or more people who watched over WMC's lending in a broad area of Southern California where salespeople were pushing subprime loans as well as "Alt-A" mortgages, another type of risky home loan.
>
> The team, Riedel says, found many examples of fraud committed by in-house staffers or the independent mortgage brokers who helped bring in customers to the lender. These included faking proofs of loan applicants' employment and faking verifications that would-be home buyers had been faithfully paying rent for years rather than, say, living with their parents.
>
> Some employees also fabricated borrowers' incomes by creating bogus W-2 tax forms, he says. Some, he says, did it old-school, cutting and pasting numbers from one photocopy to another. Others, he says, had software on their computers that allowed them to create W-2s from scratch.
>
> . . . .
>
> 'Business as usual'
>
> While Dave Riedel was fighting battles inside WMC's California headquarters, Gail Roman was losing battles on the other side of the country.
>
> Roman worked as a loan auditor at WMC's regional offices in Orangeburg, N.Y. She and other colleagues in quality control, she says, dug up persuasive evidence of inflated borrower incomes and other deceptions on loan applications.
>
> It did little good. Management ignored their reports and approved the loans anyway, she says.

“They didn’t want to hear what you found,” Roman told iWatch News. “Even if you had enough documentation to show that there was fraud or questionable activity.”

If GE made any progress against fraud at WMC, Roman says, she didn’t notice it. Fraud was as bad at WMC in 2006 as it was when she started at the lender in 2004, she says.

“I didn’t really see much of a change,” Roman says.

Victor Argueta, the former risk analyst, says he didn’t see much change either.

Meetings would be held. Executives from GE would agree fraud was a problem and something needed to be done. “But the next month it was business as usual,” Argueta says.

. . . .

Argueta says one top sales staffer escaped punishment even though it was common knowledge he was using his computer to create fake documents to bolster applicants’ chances of getting approved.

“Bank statements, W-2s, you name it, pretty much anything that goes into a file,” Argueta says. “Anything to make the loan look better than what was the real story.

In one instance, Argueta says, he sniffed out salespeople who were putting down fake jobs on borrowers’ loan applications — even listing their own cell phone numbers so they could pose as the borrowers’ supervisors and “confirm” that the borrowers were working at the made-up employers.

Management gave him a pat on the back for pointing out the problem, he says, but did nothing about the salespeople he accused of using devious methods to make borrowers appear gainfully employed.

Nightmare loans

Roman and Argueta weren’t alone in their concerns, according to other ex-employees who spoke on the condition they remain anonymous, because they still work in banking and fear being blackballed within the industry.

“It was ugly,” one former fraud investigator at WMC recalls. “I would have nightmares about some of the things I’d find in a file. I’d wake up in the middle of the night going, ‘Oh my God, how did this happen?’ ”

A former manager who worked for WMC in California claims that company officials transferred and essentially demoted her after she complained about fraud, including the handiwork of a sales rep who used an X-Acto knife to create bogus

> documents, cutting numbers from one piece of paper and pasting them onto another, then running the mock-up through a photocopier.
>
> . . . .
>
> By early 2006, Dave Riedel had begun to rebuild his career inside WMC.
>
> He helped put together a presentation in May 2006 aimed at giving GE officials a sense of how serious WMC's fraud problems were. Riedel says an audit of soured loans that investors had asked WMC to repurchase indicated that 78 percent of them had been fraudulent; nearly four out of five of the loan applications backing these mortgages had contained misrepresentations about borrowers' incomes or employment

Michael Hudson, "*Fraud and folly: The untold story of General Electric's subprime debacle*," iwatchnews.org, Jan. 6, 2012, *available at* http://www.publicintegrity.org/2012/01/06/7802/fraud-and-folly-untold-story-general-electric-s-subprime-debacle.

235. On the radio program "This American Life," broadcast May 9, 2008, reporter Alex Blumberg interviewed a WMC sales manager who made over a million dollars a year by making loans to "people [who] didn't have a pot to piss in." Blumberg reported that the manager "didn't worry about whether the loans were good. That's someone else's problem."

236. In June 2008, the Washington State Department of Financial Institutions filed a "Statement of Charges and Notice of Intention to Enter an Order to Revoke License, Prohibit From Industry, Impose Fine, Order Restitution and Collect Investigation Fees" against WMC and its owners. The Statement of Charges stemmed from an investigation that found WMC had originated loans with unlicensed or unregistered mortgage brokers, understated amounts of finance charges on multiple loans, understated amounts of payments made to escrow companies, understated annual percentage rates by almost 5%, and committed numerous other violations of Washington State deceptive and unfair practices laws. In July 2009, WMC entered a consent

order under which it agreed to pay fines, restitution and the costs of the investigation to settle the matter.

237. WMC's lack of underwriting landed it fourth in the Comptroller of the Currency's 2009 "Worst Ten of the Worst Ten" list.

E. Loans That Did Not Comply with the Underwriting Guidelines Were Routinely Collateral for UBS-Underwritten RMBS

238. A February 2010 report from J.P. Morgan noted that "[t]he outstanding balance of [private-label] mortgages grew from roughly $600 billion at the end of 2003 to $2.2 trillion at its peak in 2007." Gary J. Madich et al, *Non-Agency Mortgage-Backed Securities: Managing Opportunities and Risks*, J.P. Morgan Asset Management at 2 (Feb. 2010), *available at* http://www.jpmorganinstitutional.com/cm/BlobServer/Non-Agency_Mortgage-Backed_Securities.pdf?blobkey=id&blobwhere=1321504668623&blobheader=application%2Fpdf&blobcol=urldata&blobtable=MungoBlobs&isAMIA=yes. While unknown to reasonable investors at that time, it now is apparent that this massive expansion in the origination of loans over a short period of time was accomplished by ignoring underwriting standards. The J.P. Morgan report also noted that home prices rose, requiring larger loans: "[private-label] mortgage providers initially met this need for larger loans while maintaining stringent qualifications. However, investment banks were willing to buy lower quality mortgages and bundle them for issuance into new and innovative forms of Asset Backed Securities (ABS) and Collateralized Debt Obligations (CDOs)." *Id.*

239. During the FCIC investigation referenced above (*supra* at Section VII.D.1), Clayton Holdings provided evidence that UBS securitized a significant number of loans that did not comply with the stated underwriting guidelines.

240. Clayton was the leading provider of due diligence services for RMBS offerings during the relevant time period. This gave Clayton "a unique inside view of the underwriting standards that originators were actually applying." FCIC Report at 166.

241. Banks routinely hired Clayton to inspect the mortgage loans that the banks securitized into RMBS. Clayton would determine whether the loans complied with the originators' stated underwriting guidelines, and prepare a report of its findings for the bank. *See* FCIC Testimony of Vicki Beal, Senior Vice President of Clayton Holdings (Sept. 23, 2010), available at http://fcic-static.law.stanford.edu/cdn_media/fcic-testimony/2010-0923-Beal.pdf.

242. From January 1, 2006 through June 30, 2007, Clayton reviewed 911,039 loans. Only 54% of those met the originators' underwriting guidelines. Clayton's former President and CEO, Keith Johnson, testified that the "54% says there [was] a quality control issue in the [originators]." FCIC Report at 166; Audiotape of FCIC Interview with Keith Johnson, former President of Clayton ("Johnson FCIC Interview") (Sept. 2, 2010) ("Even if the guideline was bad, [the loans] didn't adhere to the guideline . . . . To me in hindsight, [the data] just said there was a . . . fundamental breakdown."), available at http://fcic.law.stanford.edu/interviews/view/220. Another 18% of the loans failed the underwriting guidelines but were deemed to have adequate compensating factors. That left a large number – 28% – that did not meet the underwriting guidelines and had no compensating factors. *See* All Clayton Trending Reports, 1st Quarter 2006 – 2nd Quarter 2007, at 1 (2007), available at http://fcic-static.law.stanford.edu/cdn_media/fcic-testimony/2010-0923-Clayton-All-Trending-Report.pdf ("All Clayton Trending Report").

243. Clayton confirmed that the RMBS sold by UBS from the beginning of 2006 through the middle of 2007—which includes all of the certificates listed in Table 1 this

Complaint—contained a substantial number of loans that were not originated in conformity with underwriting guidelines. *See* All Clayton Trending Report at 9.

244. As revealed during the FCIC investigation in 2010, Clayton routinely found large numbers of loans that were not properly originated under the applicable underwriting guidelines. Despite identifying these defectively originated loans, Clayton stated that they often were included into the RMBS that was being sold to investors. *See* FCIC Report at 166-67; All Clayton Trending Report at 1.

245. Clayton reviewed 27,618 loans for UBS. It found that 5,422 (20%) did not comply with the stated underwriting guidelines and did not have compensating factors. UBS waived the defects for 1,791 of the 5,422 (33%).

246. Clayton typically performed due diligence on a small sample of the loans that were being securitized into an RMBS offering – approximately 10%. FCIC Testimony of Vicky Beal at 2. No due diligence was performed on the remaining loans. Thus, of the small sample of loans that Clayton did review, approximately 7% did not comply with the underwriting guidelines and did not have compensating factors, but were nonetheless securitized. Extrapolating Clayton's results shows that for the remaining 90% of loans that were not reviewed, approximately 20% did not comply with the underwriting guidelines and did not have compensating factors, but were nonetheless securitized. In total, Clayton's data shows that approximately 20% of the loans UBS securitized were defective. All Clayton Trending Reports at 9.

F. Additional Evidence Confirms That Defective Loans Were Routinely Packaged into UBS's RMBS

247. Clayton officials offered an explanation for why so many defective loans were packaged into RMBS. When asked what caused the financial crisis, one pointed to the banks

belief that they had no liability for loans' compliance with underwriting guidelines: "When it came to the underwriting [guidelines] . . . and [securitizers] could perhaps distribute that risk quickly, then that wasn't as high on their priorities." Johnson FCIC Interview.

248. A number of loan originators had an express policy of attempting to sell loans that had already been rejected. Because only a small percentage of the pools were reviewed by a due diligence firm like Clayton (or its chief competitor, Bohan), there was a very strong likelihood that those defective loans would enter the pool on the second or third attempt. Clayton referred to this practice as the "three strikes, you're out rule." Transcript, FCIC Hearing, The Financial Crisis at the Community Level—Sacramento, CA at 178 (Sept. 23, 2010) (testimony of D. Keith Johnson, former President of Clayton), available at http://fcic-static.law.stanford.edu/cdn_media/fcic-testimony/2010-0923-transcript.pdf.

249. The FCIC Report also concluded that banks like UBS that securitized loans were reluctant to review or reject loans in greater numbers because doing so would endanger their relationship with originators. FCIC Report at 166 ("[Clayton's former CEO] concluded that his clients often waived in loans to preserve their business relationship with the loan originator—a high number of rejections might lead the originator to sell the loans to a competitor."); Paul Muolo and Matthew Padilla, Chain of Blame 228 (2010) ("There were two reasons the [Wall] Street firms reviewed only a small sample of the loans they were buying . . . . The most important reason was the relationship with the lender. 'The lower the sample you requested [of the lender], the more likely it was that you'd win the bid.'").

VIII. THE OFFERING DOCUMENTS CONTAINED UNTRUE STATEMENTS OF MATERIAL FACT

250. The Offering Documents included material untrue statements or omitted facts necessary to make the statements made, in light of the circumstances under which they were made, not misleading.

251. For purposes of Section 11 liability, the prospectus supplements are part of and included in the registration statements of the offerings pursuant to 17 C.F.R. §§ 230.158, 230.430B (2008); *see also* Securities Offering Reform, 70 Fed. Reg. 44722-01, 44768-69 (Aug. 3, 2005).

252. Statements in the Offering Documents concerning the following subjects were material and untrue at the time they were made: (1) the loans adhered to the applicable underwriting guidelines, including that exceptions to those guidelines would only be granted when warranted by compensating factors; (2) the loans adhered to certain underwriting standards for reduced documentation programs; and (3) that appraisals were accurate, that loans had certain LTV ratios individually and in the aggregate, and that the borrowers had certain debt-to-income ("DTI") ratios.

253. The following table lists the originators that contributed loans to each RMBS, as identified in the Offering Documents. Under SEC's Regulation AB, the Offering Documents must disclose the originators that contributed more than 10% of the loans underlying the RMBS, and the Offering Documents must include underwriting guidelines for the originators that contributed more than 20% of the loans underlying the RMBS. *See* 17 C.F.R. § 229.1110 (2005). For the RMBS listed below, the Offering Documents included only those underwriting guidelines for the Originators that contributed more than 20% of the loans to the RMBS.

Table 6
Originators Supplying Loans for Each RMBS at Issue

CUSIP	Issuing Entity	Tranche	Originator(s)
12668BB44	Alternative Loan Trust 2006-OA3	1-A-1	Countrywide Home Loans (100%)
02147CAF0	Alternative Loan Trust 2006-OA8	2-A-3	Countrywide Home Loans (100%)
040104SR3	Argent Securities Trust 2006-W3	A-2-C	Argent Mortgage Company, L.L.C. (100%)
126694M62 126694M96	CHL Mortgage Pass-Through Trust 2006-OA5	1-A-1 2-A-1	Countrywide Home Loans (100%)
35729QAD0	Fremont Home Loan Trust 2006-B	2-A-3	Fremont Investment & Loan (100%)
43710BAC0	Home Equity Mortgage Loan Asset-Backed Trust, Series INABS 2007-A	2-A-2	IndyMac Bank, F.S.B. (100%)
43709RAA2	Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2006-3	A	IndyMac Bank, F.S.B. (100%)
43708DAA4	Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2007-1	A	IndyMac Bank, F.S.B. (100%)
43710CAA2	Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2007-2	A	IndyMac Bank, F.S.B. (100%)
576429AA2	MASTR Adjustable Rate Mortgages Trust 2007-2	A-1	Countrywide Home Loans, Inc. (99.29%)
57645TAA5	MASTR Adjustable Rate Mortgages Trust 2007-HF2	A-1	UBS Home Finance (51.11%)
57644UAE5	MASTR Asset Backed Securities Trust 2006-HE2	A-3	New Century Mortgage Corporation (42.51%) People's Choice Home Loan, Inc. (40.32%) Mandalay Mortgage (9.95%) First Street Financial, Inc. (3.56%) Fremont Investment & Loan (3.08%) American Lending Group (0.55%) Option One Mortgage Corporation (0.03%)
57643LRK4	MASTR Asset Backed Securities Trust 2006-WMC1	A-3	WMC Mortgage Corp. (100%)
57645MAE2	MASTR Asset Backed Securities Trust 2006-WMC4	A-5	WMC Mortgage Corp. (100%)

CUSIP	Issuing Entity	Tranche	Originator(s)
57644DAR4	MASTR Second Lien Trust 2006-1	A	Fremont Investment & Loan (46.84%) American Home Mortgage Corp. (28.88%)
65538DAA3	Nomura Asset Acceptance Corporation, Alternative Loan Trust, Series 2006-AR4	A-1-A	First National Bank of Nevada (24.81%) Silver State Mortgage (13.69%)

254. Examples of material untrue statements and/or omissions of fact in the Offering Documents of the RMBS listed above follow.

A. Untrue Statements Concerning Adherence to Underwriting Guidelines

255. The Alternative Loan Trust 2006-OA3 Prospectus Supplement provided the following description of Countrywide's underwriting guidelines:

> As part of its evaluation of potential borrowers, Countrywide Home Loans generally requires a description of income. If required by its underwriting guidelines, Countrywide Home Loans obtains employment verification providing current and historical income information and/or a telephonic employment confirmation. Such employment verification may be obtained, either through analysis of the prospective borrower's recent pay stub and/or W-2 forms for the most recent two years, relevant portions of the most recent two years' tax returns, or from the prospective borrower's employer, wherein the employer reports the length of employment and current salary with that organization. Self-employed prospective borrowers generally are required to submit relevant portions of their federal tax returns for the past two years.
>
> In assessing a prospective borrower's creditworthiness, Countrywide Home Loans may use FICO Credit Scores. "FICO Credit Scores" are statistical credit scores designed to assess a borrower's creditworthiness and likelihood to default on a consumer obligation over a two-year period based on a borrower's credit history. FICO Credit Scores were not developed to predict the likelihood of default on mortgage loans and, accordingly, may not be indicative of the ability of a borrower to repay its mortgage loan. FICO Credit Scores range from approximately 250 to approximately 900, with higher scores indicating an individual with a more favorable credit history compared to an individual with a lower score. Under Countrywide Home Loans' underwriting guidelines, borrowers possessing higher FICO Credit Scores, which indicate a more favorable credit history and who give Countrywide Home Loans the right to obtain the tax returns they filed for the preceding two years, may be eligible for Countrywide Home Loans' processing program (the "Preferred Processing Program").

> Periodically the data used by Countrywide Home Loans to complete the underwriting analysis may be obtained by a third party, particularly for mortgage loans originated through a loan correspondent or mortgage broker. In those instances, the initial determination as to whether a mortgage loan complies with Countrywide Home Loans' underwriting guidelines may be made by an independent company hired to perform underwriting services on behalf of Countrywide Home Loans, the loan correspondent or mortgage broker. In addition, Countrywide Home Loans may acquire mortgage loans from approved correspondent lenders under a program pursuant to which Countrywide Home Loans delegates to the correspondent the obligation to underwrite the mortgage loans to Countrywide Home Loans' standards. Under these circumstances, the underwriting of a mortgage loan may not have been reviewed by Countrywide Home Loans before acquisition of the mortgage loan and the correspondent represents that Countrywide Home Loans' underwriting standards have been met. After purchasing mortgage loans under those circumstances, Countrywide Home Loans conducts a quality control review of a sample of the mortgage loans. The number of loans reviewed in the quality control process varies based on a variety of factors, including Countrywide Home Loans' prior experience with the correspondent lender and the results of the quality control review process itself.
>
> Countrywide Home Loans' underwriting standards are applied by or on behalf of Countrywide Home Loans to evaluate the prospective borrower's credit standing and repayment ability and the value and adequacy of the mortgaged property as collateral. Under those standards, a prospective borrower must generally demonstrate that the ratio of the borrower's monthly housing expenses (including principal and interest on the proposed mortgage loan and, as applicable, the related monthly portion of property taxes, hazard insurance and mortgage insurance) to the borrower's monthly gross income and the ratio of total monthly debt to the monthly gross income (the "debt-to-income" ratios) are within acceptable limits.

Alternative Loan Trust 2006-OA3 Prospectus Supplement at S-60-61; Alternative Loan Trust 2006-OA8 Prospectus Supplement at S-59-60; CHL Mortgage Pass-Through Trust 2006-OA5 Prospectus Supplement at S-71-72; MASTR Adjustable Rate Mortgages Trust 2007-2 Prospectus Supplement at the "Underwriting Standards" section.

256. The Argent Securities Trust 2006-W3 Prospectus Supplement stated:

> All of the Mortgage Loans acquired by the Seller were originated in accordance with guidelines (the "Underwriting Guidelines") established by the Originator as described below and with one of the following income documentation types: "Full Documentation," "Limited Documentation" or "Stated Income." The Underwriting Guidelines are primarily intended to evaluate: (1) the applicant's

> credit standing and repayment ability and (2) the value and adequacy of the mortgaged property as collateral. On a case-by-case basis, the Originator may determine that, based upon compensating factors, a loan applicant, not strictly qualifying under one of the Risk Categories described below, warrants an exception to the requirements set forth in the Underwriting Guidelines. Compensating factors may include, but are not limited to, loan-to-value ratio, debt-to-income ratio, good credit history, stable employment history, length at current employment and time in residence at the applicant's current address. It is expected that a substantial number of the Mortgage Loans to be included in the mortgage pool will represent such underwriting exceptions.

Argent Securities Trust 2006-W3 Prospectus Supplement at S-32.

257. The Alternative Loan Trust 2006-OA3 Prospectus Supplement stated:

> Exceptions to Countrywide Home Loan's underwriting guidelines may be made if compensating factors are demonstrated by a prospective borrower.

Alternative Loan Trust 2006-OA3 Prospectus Supplement at S-61; Alternative Loan Trust 2006-OA8 Prospectus Supplement at S-61; CHL Mortgage Pass-Through Trust 2006-OA5 Prospectus Supplement at S-72; MASTR Adjustable Rate Mortgages Trust 2007-2 Prospectus Supplement at the "Underwriting Standards" section.

258. The Fremont Home Loan Trust 2006-B Prospectus stated:

> Fremont Investment & Loan provides underwriters with specific underwriting guidelines and maintains strict control procedures to manage the quality of its originations at all locations.

Fremont Home Loan Trust 2006-B Prospectus, July 11, 2006, at 74.

259. The Fremont Home Loan Trust 2006-B Prospectus also stated:

> Generally, Fremont Investment & Loan's guidelines require an analysis of the following:
>
> - a borrower's creditworthiness, as reflected in particular by the borrower's credit history and employment stability,
> - a borrower's "debt-to-income ratio," which measures a borrower's projected income relative to the proposed mortgage payment and to other fixed obligations, and

- the "loan-to-value ratio" of the proposed loan, which measures the adequacy of the mortgaged property to serve as the collateral for a mortgage loan.

Fremont Home Loan Trust 2006-B Prospectus, July 11, 2006, at 74.

260. The Fremont Home Loan Trust 2006-B Prospectus stated:

> A borrower's lack of credit payment history and/or relatively low Credit Score, however, will not necessarily preclude Fremont Investment & Loan from making a loan if other favorable borrower characteristics exist, including an adequate debt-to-income ratio or sufficient equity in the property.

Fremont Home Loan Trust 2006-B Prospectus, July 11, 2006, at 75.

261. The Fremont Home Loan Trust 2006-B Prospectus Supplement represented:

> Fremont's underwriting guidelines are primarily intended to assess the ability and willingness of the borrower to repay the debt and to evaluate the adequacy of the mortgaged property as collateral for the mortgage loan. The Scored Programs assess the risk of default by using Credit Scores obtained from third party credit repositories along with, but not limited to, past mortgage payment history, seasoning on bankruptcy and/or foreclosure and loan-to-value ratios as an aid to, not a substitute for, the underwriter's judgment. All of the mortgage loans in the mortgage pool were underwritten with a view toward the resale of the mortgage loans in the secondary mortgage market.

Fremont Home Loan Trust 2006-B Prospectus Supplement at S-50. *See also* MASTR Second Lien Trust Prospectus Supplement at S-32.

262. The Fremont Home Loan Trust 2006-B Prospectus stated:

> The mortgage loans were underwritten in accordance with Fremont's current underwriting programs, referred to as the Scored Programs ("Scored Programs"). Fremont Investment & Loan began originating mortgage loans pursuant to Scored Programs in 2001 and the Scored Programs have been the exclusive type of origination programs beginning in 2004. Within the Scored Programs, there are three documentation types, Full Documentation, Easy Documentation, and Stated Income. All of the mortgage loans were originated in accordance with Fremont Investment & Loan's underwriting guidelines, subject to various exceptions as described in this section. A Credit Score is used along with, but not limited to, mortgage payment history, seasoning on bankruptcy and/or foreclosure, loan-to-value ratio as an aid to, not a substitute for, the underwriter's judgment. Fremont Investment & Loan's underwriting staff fully reviews each loan to determine whether it's underwriting guidelines for income, assets, employment and collateral are met.

Fremont Home Loan Trust 2006-B Prospectus, July 11, 2006, at 76-77. *See also* MASTR Second Lien Trust Prospectus Supplement at S-32.

263. The Fremont Home Loan Trust 2006-B Prospectus also stated:

> Fremont Investment & Loan conducts a number of quality control procedures, including a post-funding compliance audit as well as a full re-underwriting of a random selection of loans to assure asset quality.

Fremont Home Loan Trust 2006-B Prospectus, July 11, 2006, at 78. *See also* MASTR Second Lien Trust Prospectus Supplement at S-33.

264. The MASTR Second Lien Trust 2006-1 Prospectus Supplement represented:

> American Home's underwriting philosophy is to weigh all risk factors inherent in the loan file, giving consideration to the individual transaction, borrower profile, the level of documentation provided and the property used to collateralize the debt. These standards are applied in accordance with applicable federal and state laws and regulations. Exceptions to the underwriting standards may be permitted where compensating factors are present. . . . Because each loan is different, American Home expects and encourages underwriters to use professional judgment based on their experience in making a lending decision.

MASTR Second Lien Trust 2006-1 Prospectus Supplement at S-36.

265. The MASTR Second Lien Trust 2006-1 Prospectus Supplement represented:

> American Home underwrites a borrower's creditworthiness based solely on information that American Home believes is indicative of the applicant's willingness and ability to pay the debt they would be incurring.

MASTR Second Lien Trust 2006-1 Prospectus Supplement at S-36.

266. The MASTR Second Lien Trust 2006-1 Prospectus Supplement represented:

> American Home realizes that there may be some acceptable quality loans that fall outside published guidelines and encourages "common sense" underwriting. Because a multitude of factors are involved in a loan transaction, no set of guidelines can contemplate every potential situation. Therefore, each case is weighed individually on its own merits and exceptions to American Home's underwriting guidelines are allowed if sufficient compensating factors exist to offset any additional risk due to the exception.

MASTR Second Lien Trust 2006-1 Prospectus Supplement at S-37.

267. The Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2006-3 Prospectus Supplement stated:

> Mortgage loans that are acquired by IndyMac Bank are underwritten by IndyMac Bank according to IndyMac Bank's underwriting guidelines, which also accept mortgage loans meeting Fannie Mae or Freddie Mac guidelines regardless of whether such mortgage loans would otherwise meet IndyMac Bank's guidelines, or pursuant to an exception to those guidelines based on IndyMac Bank's procedures for approving such exceptions. Conventional mortgage loans are loans that are not insured by the FHA or partially guaranteed by the VA. Conforming mortgage loans are loans that qualify for sale to Fannie Mae and Freddie Mac, whereas non-conforming mortgage loans are loans that do not so qualify. IndyMac Bank's underwriting standards for mortgage loans are primarily intended to evaluate the borrower's creditworthiness and the value and adequacy of the mortgaged property as collateral for the proposed mortgage loan, as well as the type and intended use of the mortgaged property. Non-conforming mortgage loans originated or purchased by IndyMac Bank pursuant to its underwriting programs typically differ from conforming loans primarily with respect to loan-to-value ratios, borrower income, required documentation, interest rates, borrower occupancy of the mortgaged property and/or property types. To the extent that these programs reflect underwriting standards different from those of Fannie Mae and Freddie Mac, the performance of loans made pursuant to these different underwriting standards may reflect higher delinquency rates and credit losses.

Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2006-3 Prospectus Supplement S-25-26. *See also* Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2007-1 Prospectus Supplement at S-23; Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2007-2 Prospectus Supplement at the "Underwriting Process" section; Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2006-3 Registration Statement, June 2, 2006, at S-40; Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2007-1 Registration Statement, June 2, 2006, at S-40.

268. The Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2006-3 Prospectus Supplement stated:

> IndyMac Bank has two principal underwriting methods designed to be responsive to the needs of its mortgage loan customers: traditional underwriting and e-MITS (Electronic Mortgage Information and Transaction System) underwriting. E

MITS is an automated, internet-based underwriting and risk-based pricing system. IndyMac Bank believes that e-MITS generally enables it to estimate expected credit loss, interest rate risk and prepayment risk more objectively than traditional underwriting and also provides consistent underwriting decisions. IndyMac Bank has procedures to override an e-MITS decision to allow for compensating factors.

Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2006-3 Prospectus Supplement S-26. *See also* Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2007-1 Prospectus Supplement at S-23; Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2007-2 Prospectus Supplement at the "Underwriting Process" section; Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2006-3 Registration Statement, June 2, 2006, at S-40; Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2007-1 Registration Statement, June 2, 2006, at S-40.

269. The Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2006-3 Prospectus Supplement stated:

> Underwriting procedures vary by channel of origination. Generally, mortgage loans originated through the mortgage professional channel will be submitted to e-MITS for assessment and subjected to a full credit review and analysis. Mortgage loans that do not meet IndyMac Bank's guidelines may be manually re-underwritten and approved under an exception to those underwriting guidelines. Mortgage loans originated through the consumer direct channel are subjected to essentially the same procedures, modified as necessary to reflect the fact that no third-party contributes to the preparation of the credit file.

Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2006-3 Prospectus Supplement S-27. *See also* Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2007-1 Prospectus Supplement at S-25; Home Equity Mortgage Loan Asset-Backed Trust, Series INABS 2007-A Prospectus Supplement at S-36; Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2007-2 Prospectus Supplement at the "Underwriting Process" section; Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2006-3 Registration Statement, June 2, 2006, at S-42; Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2007-1 Registration Statement, June 2, 2006, at S-42.

270. The Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2006-3 Prospectus Supplement stated:

> Exceptions to underwriting standards are permitted in situations in which compensating factors exist. Examples of these factors are significant financial reserves, a low loan-to-value ratio, significant decrease in the borrower's monthly payment and long-term employment with the same employer.

Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2006-3 Prospectus Supplement at S-28. *See also* Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2007-1 Prospectus Supplement at S-25; Home Equity Mortgage Loan Asset-Backed Trust, Series INABS 2007-A Prospectus Supplement at S-37; Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2007-2 Prospectus Supplement at the "Underwriting Process" section; Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2006-3 Registration Statement, June 2, 2006, at S-43; Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2007-1 Registration Statement, June 2, 2006, at S-43.

271. The Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2006-3 Prospectus Supplement stated:

> Additionally, maximum total monthly debt payments-to-income ratios and cash-out limits may be applied. Other factors may be considered in determining loan eligibility such as a borrower's residency and immigration status, whether a non-occupying borrower will be included for qualification purposes, sales or financing concessions included in any purchase contract, the acquisition cost of the property in the case of a refinance transaction, the number of properties owned by the borrower, the type and amount of any subordinate mortgage, the amount of any increase in the borrower's monthly mortgage payment compared to previous mortgage or rent payments and the amount of disposable monthly income after payment of all monthly expenses.

Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2006-3 Prospectus Supplement at S-27. *See also* Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2007-1 Prospectus Supplement at S-25; Home Equity Mortgage Loan Asset-Backed Trust, Series INABS 2007-A Prospectus Supplement at S-36; Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2007-2 Prospectus Supplement at the "Underwriting Process" section; Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2006-3 Registration Statement, June 2, 2006, at S-42; Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2007-1 Registration Statement, June 2, 2006, at S-42.

272. The Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2006-3 Prospectus Supplement stated:

> IndyMac Bank's underwriting criteria for traditionally underwritten mortgage loans includes an analysis of the borrower's credit history, ability to repay the mortgage loan and the adequacy of the mortgaged property as collateral. Traditional underwriting decisions are made by individuals authorized to consider compensating factors that would allow mortgage loans not otherwise meeting IndyMac Bank's guidelines.

Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2006-3 Prospectus Supplement at S-26. *See also* Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2007-1 Prospectus Supplement at S-24; Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2007-2 Prospectus Supplement at the "Underwriting Process" section; Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2006-3 Registration Statement, June 2, 2006, at S-40; Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2007-1 Registration Statement, June 2, 2006, at S-40.

273. The MASTR Asset Backed Securities Trust 2006-WMC4 Prospectus Supplement stated:

> The mortgage loans have been either (i) originated generally in accordance with the underwriting guidelines established by WMC (collectively, the "Underwriting Guidelines") or (ii) purchased by WMC after re-underwriting the mortgage loans generally in accordance with the Underwriting Guidelines. WMC also originates certain other mortgage loans that are underwritten to the guidelines of specific investors, however, such mortgage loans are not included among those sold to the trust as described herein. The Underwriting Guidelines are primarily intended to (a) determine that the borrower has the ability to repay the mortgage loan in accordance with its terms and (b) determine that the related mortgaged property will provide sufficient value to recover the investment if the borrower defaults. On a case-by-case basis WMC may determine that, based upon compensating factors, a prospective mortgagor not strictly qualifying under the underwriting risk category or other guidelines described below warrants an underwriting exception. Compensating factors may include, but are not limited to, low debt-to-income ratio ("Debt Ratio"), good mortgage payment history, an abundance of cash reserves, excess disposable income, stable employment and time in residence at the applicant's current address. It is expected that a substantial number of the mortgage loans to be included in the trust will represent such underwriting exceptions.

MASTR Asset Backed Securities Trust 2006-WMC4 Prospectus Supplement at "The Originator" section; *see also* MASTR Asset Backed Securities Trust 2006-WMC4 Free Writing Prospectus, Nov. 1, 2006, at "The Originator" section; MASTR Asset Backed Securities Trust 2006-WMC1 Prospectus Supplement at the "Underwriting Standards of the Originator" section.

274. The MASTR Asset Backed Securities Trust 2006-WMC4 Prospectus Supplement stated:

> Under the Underwriting Guidelines, WMC verifies the loan applicant's eligible sources of income for all products, calculates the amount of income from eligible sources indicated on the loan application, reviews the credit and mortgage payment history of the applicant and calculates the Debt Ratio to determine the applicant's ability to repay the loan, and reviews the mortgaged property for compliance with the Underwriting Guidelines. The Underwriting Guidelines are applied in accordance with a procedure which complies with applicable federal and state laws and regulations and requires, among other things, (1) an appraisal of the mortgaged property which conforms to Uniform Standards of Professional Appraisal Practice and (2) an audit of such appraisal by a WMC-approved

appraiser or by WMC's in-house collateral auditors (who may be licensed appraisers) and such audit may in certain circumstances consist of a second appraisal, a field review, a desk review or an automated valuation model.

MASTR Asset Backed Securities Trust 2006-WMC4 Prospectus Supplement at "The Originator" section; *see also* MASTR Asset Backed Securities Trust 2006-WMC4 Free Writing Prospectus, Nov. 1, 2006, at "The Originator" section; MASTR Asset Backed Securities Trust 2006-WMC1 Prospectus Supplement at the "Underwriting Standards of the Originator" section.

275. The MASTR Adjustable Rate Mortgages Trust 2007-HF2 Prospectus Supplement dated Jul. 30, 2007, stated:

> The following information generally describes the underwriting guidelines with respect to mortgage loans originated by UBS Home Finance. All loans submitted for consideration are subject to review for compliance with UBS Home Finance guidelines, the applicable product matrix, as well as with local, state, and federal mortgage lending requirements.
>
> UBS Home Finance's principal underwriting method is the Automated Underwriting System (AUS). Requirements for the use of an AUS system in the decision making process will depend upon several factors, namely the loan amount. All loans must be underwritten via the UBS Home Finance proprietary underwriting system.
>
> UBS Home Finance's specifications for underwriting a loan include an analysis of the borrower's credit history, housing and credit payment histories, liabilities, income, assets and sources of funds, ability to repay the mortgage loan and the adequacy of the mortgaged property as collateral. All individuals involved in the production of mortgages are required to exercise common sense and responsible judgment in their underwriting and recommendations. Traditional underwriting decisions are made by individuals authorized to consider compensating factors that would allow mortgage loans to be originated that do not otherwise meet UBS Home Finance's guidelines.
>
> UBS Home Finance examines the borrower's current and past credit history through the review of a credit bureau report. Acceptable scoring models are Experian's Fair Isaac (FICO) score, Equifax's Beacon score, and Trans Union's Empirica score. A single "representative" credit risk score is selected from the scores reported on the submitted report(s). UBS Home Finance selects the middle credit score when three scores are reported. A credit score may not be available for a borrower due to insufficient credit information on file with the credit repositories. In these situations, UBS Home Finance will consider borrowers with

> no credit score provided alternative credit demonstrating a good credit history is obtained such as telephone bills, gas and/or electric utility bills, cable television bills, auto insurance bills (if paid monthly), etc. In addition to credit score, other information regarding a borrower's credit quality is considered in the loan approval process, such as the number and degree of any late mortgage or rent payments within the preceding 12-month period, the age of any foreclosure action against any property owned by the borrower, the age of any bankruptcy action, the number of seasoned tradelines reflected on the credit report and any outstanding judgments, liens, charge-offs or collections.

MASTR Adjustable Rate Mortgages Trust 2007-HF2 Prospectus Supplement at the

"Underwriting Standards" section.

276. The MASTR Adjustable Rate Mortgages Trust 2007-HF2 Prospectus Supplement

stated:

> Requests beyond stated product standards, or situations that fall below minimum requirements may be considered on an "exception basis." Exceptions warrant a greater degree of review and approval, and must include compensating factors for the exceptions, which are clearly documented in the file. The granting of exception requests are managed carefully to ensure the integrity of the originations from, not only, a fair lending perspective, but, also a salability and securitization perspective.

MASTR Adjustable Rate Mortgages Trust 2007-HF2 Prospectus Supplement at the

"Underwriting Standards" section.

277. The MASTR Asset Backed Securities Trust 2006-HE2 Prospectus Supplement

stated:

> Underwriting Standards. The mortgage loans originated or acquired by New Century, referred to in this section as the originator, were done so in accordance with the underwriting guidelines established by it (collectively, the "New Century Underwriting Guidelines"). The following is a general summary of the New Century Underwriting Guidelines believed to be generally applied, with some variation, by the originator. This summary does not purport to be a complete description of the underwriting standards of New Century.
>
> The New Century Underwriting Guidelines are primarily intended to assess the borrower's ability to repay the mortgage loan, to assess the value of the mortgaged property and to evaluate the adequacy of the property as collateral for the mortgage loan. All of the mortgage loans in the mortgage pool were also

> underwritten with a view toward the resale of the mortgage loans in the secondary mortgage market. While New Century's primary consideration in underwriting a mortgage loan is the value of the mortgaged property, New Century also considers, among other things, a mortgagor's credit history, repayment ability and debt service-to-income ratio, as well as the type and use of the mortgaged property.

MASTR Asset Backed Securities Trust 2006-HE2 Prospectus Supplement at S-41.

278. With respect to exceptions, the MASTR Asset Backed Securities Trust 2006-HE2 Prospectus Supplement stated:

> The mortgage loans will have been originated in accordance with the New Century Underwriting Guidelines. On a case-by-case basis, exceptions to the New Century Underwriting Guidelines are made where compensating factors exist. It is expected that a substantial portion of the mortgage loans will represent these exceptions.

MASTR Asset Backed Securities Trust 2006-HE2 Prospectus Supplement at S-41.

279. The MASTR Asset Backed Securities Trust 2006-HE2 Prospectus Supplement stated:

> The New Century Underwriting Guidelines have the following categories and criteria for grading the potential likelihood that an applicant will satisfy the repayment obligations of a mortgage loan:
>
> "AA" Risk. Under the "AA" risk category, the applicant must have a FICO score of 500, or greater, based on loan-to-value ratio and loan amount. Two or more tradelines (one of which with 24 months history and no late payments) are required for loan-to-value ratios above 90%. The borrower must have no late mortgage payments within the last 12 months on an existing mortgage loan. An existing mortgage loan must be less than 60 days late at the time of funding of the loan. No bankruptcy may have occurred during the preceding year for borrowers with a FICO score of less than 550; provided, however, that a Chapter 7 bankruptcy for a borrower with a FICO score in excess of 550 (or 580 under the stated income documentation program) may have occurred as long as such bankruptcy is discharged at least one day prior to funding of the loan. A maximum loan-to-value ratio of 80% is permitted with respect to borrowers with a FICO score less than or equal to 550 (or 580 with respect to stated income documentation programs) with Chapter 7 bankruptcy, which Chapter 7 bankruptcy is discharged at least one day prior to loan funding. A borrower in Chapter 13 bankruptcy may discharge such bankruptcy with the proceeds of the borrower's loan (any such loan may not exceed a 90% loan-to-value ratio),

provided that such borrower has a FICO score of at least 550, or 80% loan-to-value ratio provided that such borrower has a FICO score of less than 550). No notice of default filings or foreclosures (or submission of deeds in lieu of foreclosure) may have occurred during the preceding two years. The mortgaged property must be in at least average condition.

…

"A+" Risk. Under the "A+" risk category, the applicant must have a FICO score of 500, or greater, based on loan-to-value ratio and loan amount. Two or more tradelines (one of which with 24 months history and no late payments), are required for loan-to-value ratios above 90%. A maximum of one 30 day late payment within the last 12 months is acceptable on an existing mortgage loan. An existing mortgage loan must be less than 60 days late at the time of funding of the loan. No bankruptcy may have occurred during the preceding year for borrowers with FICO scores of less than 550; provided, however, that a Chapter 7 bankruptcy for a borrower with a FICO score in excess of 550 (or 580 under the stated income documentation program) may have occurred as long as such bankruptcy is discharged at least one day prior to funding of the loan. A maximum loan-to-value ratio of 80% is permitted with respect to borrowers with a FICO score less than or equal to 550 (or 580 with respect to stated income documentation programs) with Chapter 7 bankruptcy, which Chapter 7 bankruptcy is discharged at least one day prior to loan funding. A borrower in Chapter 13 bankruptcy may discharge such bankruptcy with the proceeds of the borrower's loan (any such loan may not exceed a 90% loan-to-value ratio), provided that such borrower has a FICO score of at least 550 or 80% loan-to-value ratio provided that such borrower has a FICO score of less than 550). No notice of default filings or foreclosures (or submission of deeds in lieu of foreclosure) may have occurred during the preceding two years. The mortgaged property must be in at least average condition.

…

"A-" Risk. Under the "A-" risk category, an applicant must have a FICO score of 500, or greater, based on loan-to-value ratio and loan amount. A maximum of three 30 day late payments within the last 12 months is acceptable on an existing mortgage loan. An existing mortgage loan must be less than 60 days late at the time of funding of the loan. No bankruptcy may have occurred during the preceding year for borrowers with FICO scores of less than 550; provided, however, that a Chapter 7 bankruptcy for a borrower with a FICO score in excess of 550 (or 580 under the stated income documentation program) may have occurred as long as such bankruptcy is discharged at least one day prior to funding of the loan. A maximum loan-to-value ratio of 80% is permitted with respect to borrowers with a FICO score less than or equal to 550 (or 580 with respect to stated income documentation programs) with Chapter 7 bankruptcy, which Chapter 7 bankruptcy is discharged at least one day prior to loan funding.

A borrower in Chapter 13 bankruptcy may discharge such bankruptcy with the proceeds of the borrower's loan (any such loan may not exceed a 90% loan-to-value ratio), provided that such borrower has a FICO score of at least 550 or 80% loan-to-value ratio provided that such borrower has a FICO score of less than 550). No notice of default filings or foreclosures (or submission of deeds in lieu of foreclosure) may have occurred during the preceding two years. The mortgaged property must be in at least average condition.

…

"B" Risk. Under the "B" risk category, an applicant must have a FICO score of 500, or greater, based on loan-to-value ratio and loan amount. Unlimited 30 day late payments and a maximum of one 60 day late payment within the last 12 months is acceptable on an existing mortgage loan. An existing mortgage loan must be less than 90 days late at the time of funding of the loan. No bankruptcy may have occurred during the preceding year for borrowers with a FICO score less than or equal to 550; provided, however, that a Chapter 7 bankruptcy for a borrower with a FICO score in excess of 550 may have occurred as long as such bankruptcy has been discharged at least one day prior to funding of the loan. A borrower in Chapter 13 bankruptcy may discharge such bankruptcy with the proceeds of the borrower's loan (such loan may not exceed an 80% loan-to-value ratio for borrowers with a FICO score of less than 550). No notice of default filings or foreclosures (or submission of deeds in lieu of foreclosure) may have occurred during the preceding 18 months. The mortgaged property must be in at least average condition.

…

"C" Risk. Under the "C" risk category, an applicant must have a FICO score of 500, or greater, based on loan-to-value ratio and loan amount. Unlimited 30 day and 60 day late payments and a maximum of one 90 day late payment within the last 12 months is acceptable on an existing mortgage loan. An existing mortgage loan must be less than 120 days late at the time of funding of the loan. All bankruptcies must be discharged at least one day prior to funding of the loan; provided, however, that Chapter 13 bankruptcies may be discharged with loan proceeds. No notice of default filings may have occurred during the preceding 12 months. The mortgaged property must be in at least average condition.

…

"C-" Risk. Under the "C-" risk category, an applicant must have a FICO score of 500, or greater. Unlimited 30, 60 and 90 day late payments and a maximum of one 120 day late payment is acceptable on an existing mortgage loan. An existing mortgage loan must be less than 150 days late at the time of funding of the loan. There may be no current notice of default and all bankruptcies must be discharged at least one day prior to funding of the loan; provided, however, that Chapter 13

> bankruptcies may be discharged with loan proceeds. The mortgaged property must be in at least average condition.

MASTR Asset Backed Securities Trust 2006-HE2 Prospectus Supplement at S-42-45.

280. The Nomura Asset Acceptance Corp., Alternative Loan Trust, Series 2006-AR4 Prospectus Supplement stated:

> All of the mortgage loans have been originated either under FNBN's "full" or "alternative" underwriting guidelines (i.e., the underwriting guidelines applicable to the mortgage loans typically are less stringent than the underwriting guidelines established by Fannie Mae or Freddie Mac primarily with respect to the income and/or asset documentation which borrower is required to provide). To the extent the programs reflect underwriting guidelines different from those of Fannie Mae and Freddie Mac, the performance of the mortgage loans there under may reflect relatively higher delinquency rates and/or credit losses. In addition, FNBN may make certain exceptions to the underwriting guidelines described herein if, in FNBN's discretion, compensating factors are demonstrated by a prospective borrower.

Nomura Asset Acceptance Corp., Alternative Loan Trust, Series 2006-AR4 Prospectus Supplement at S-48.

281. The Nomura Asset Acceptance Corp., Alternative Loan Trust, Series 2006-AR4 Prospectus Supplement stated:

> In addition to its originations, FNBN also requires mortgage loans from approved correspondent lenders under a program pursuant to which correspondent agrees to originate the mortgage loans in accordance with the underwriting guidelines of FNBN. . . . FNBN generally conducts a quality control review of a sample of these mortgage loans within 45 (sic) after the origination or purchase of such mortgage loan. The number of loans reviewed in the quality control process varies based on a variety of factors, including FNBN's prior experience with the correspondent lender and the results of the quality control review process itself.

Nomura Asset Acceptance Corp., Alternative Loan Trust, Series 2006-AR4 Prospectus Supplement at S-48.

282. The Nomura Asset Acceptance Corp., Alternative Loan Trust, Series 2006-AR4 Prospectus Supplement stated:

> FNBN's underwriting guidelines are primarily intended to evaluate the prospective borrower's credit standing and ability to repay the loan, as well as the value and adequacy of the proposed Mortgaged Property as collateral. A prospective borrower applying for a mortgage loan is required to complete an application, which elicits pertinent information about the prospective borrower including, depending upon the loan program, the prospective borrower's financial condition (assets, liabilities, income and expenses), the property being financed and the type of loan desired.

Nomura Asset Acceptance Corp., Alternative Loan Trust, Series 2006-AR4 Prospectus Supplement at S-49.

283. The Nomura Asset Acceptance Corp., Alternative Loan Trust, Series 2006-AR4 Prospectus Supplement stated:

> Based on the data provided in the application and certain verifications (if required), a determination will have been made that the borrower's monthly income (if required to be stated or verified) should be sufficient to enable the borrower to meet its monthly obligations on the mortgage loan and other expenses related to the Mortgaged Property (such as property taxes, standard hazard insurance and other fixed obligations other than housing expenses). Generally, scheduled payments on a mortgage loan during the first year of its term plus taxes and insurance and other fixed obligations equal no more than a specified percentage of the prospective borrower's gross income. The percentage applied varies on a case-by-case basis depending on a number of underwriting criteria including, but not limited to, the loan-to-value ratio of the mortgage loan or the amount of liquid assets available to the borrower after origination.

Nomura Asset Acceptance Corp., Alternative Loan Trust, Series 2006-AR4 Prospectus Supplement at S-49; *see* Nomura Asset Acceptance Corp., Alternative Loan Trust, Series 2006-AR4 Registration Statement, Feb. 28, 2006, at the "Underwriting Standards of the Sponsor" section.

284. The Nomura Asset Acceptance Corp., Alternative Loan Trust, Series 2006-AR4 Prospectus Supplement stated:

> FNBN's underwriting guidelines are applied in a standard procedure that is intended to comply with applicable federal and state laws and regulations. However, the application of FNBN's underwriting guidelines does not imply that each specific criterion was satisfied individually. FNBN will have considered a

> mortgage loan to be originated in accordance with a given set of underwriting guidelines if, based on an overall qualitative evaluation, in FNBN's discretion such mortgage loan is in substantial compliance with such underwriting guidelines or if the borrower can document compensating factors. A mortgage loan may be considered to comply with a set of underwriting guidelines, even if one or more specific criteria included in such underwriting guidelines were not satisfied, if other factors compensated for the criteria that were not satisfied or the mortgage loan is considered to be in substantial compliance with the underwriting guidelines.

Nomura Asset Acceptance Corp., Alternative Loan Trust, Series 2006-AR4 Prospectus Supplement at S-49-50.

285. The Nomura Asset Acceptance Corp., Alternative Loan Trust, Series 2006-AR4 Prospectus Supplement stated:

> The underwriting standards applicable to the Mortgage Loans typically differ from, and are, with respect to a substantial number of Mortgage Loans, generally less stringent than, the underwriting standards established by Fannie Mae or Freddie Mac primarily with respect to original principal balances, loan-to-value ratios, borrower income, credit score, required documentation, interest rates, borrower occupancy of the mortgaged property, and/or property types. To the extent the programs reflect underwriting standards different from those of Fannie Mae and Freddie Mac, the performance of the Mortgage Loans thereunder may reflect higher delinquency rates and/or credit losses. In addition, certain exceptions to the underwriting standards described in this prospectus supplement are made in the event that compensating factors are demonstrated by a prospective borrower.

Nomura Asset Acceptance Corp., Alternative Loan Trust, Series 2006-AR4 Prospectus Supplement at S-51.

286. The MASTR Asset Backed Securities Trust 2006-HE2 Prospectus Supplement stated:

> All of the [People's Choice Home Loan, Inc. ("PCHLI")] mortgage loans were originated by PCHLI in accordance with the underwriting criteria described in this section. Approximately 90% of PCHLI loan production consists of wholesale loan transactions. To obtain a loan in this manner, an independent third-party mortgage broker receives a mortgage loan application from a borrower, gathers information needed to make a credit decision, processes that information, and provides that information to PCHLI. PCHLI then reviews the information

> provided by the mortgage broker and makes a credit decision based on the borrower's application for a mortgage loan. PCHLI thoroughly reviews all credit, income, character and collateral information provided by the broker for completeness, accuracy and authenticity. For example, PCHLI orders its own tri-merged credit report, verbally verifying employment, verifying income where available, and completing an internal independent review of each appraisal submitted for consideration. They also use third-party vendors to verify the customer information disclosed on the borrower's credit application.
>
> For PCHLI's fiscal year-ended December 31, 2004, approximately 10% of PCHLI loan production consists of retail loan transactions. A PCHLI loan officer receives a mortgage loan application from a borrower, gathers information needed to make a credit decision, processes that information, packages and checks the information for inaccuracies prior to submitting it for underwriting, and provides that information to PCHLI underwriters. PCHLI thoroughly reviews all credit, income, character and collateral information provided by the PCHLI loan officer and makes a credit decision based on the borrower's application for a mortgage loan using the same processes and guidelines used in wholesale transactions. PCHLI typically conducts a final pre-funding check of the underwriting packages prior to wiring money to fund a mortgage loan.

MASTR Asset Backed Securities Trust 2006-HE2 Prospectus Supplement at S-46-47.

287. The MASTR Asset Backed Securities Trust 2006-HE2 Prospectus Supplement continued:

> The mortgage loans are generally consistent with and conform to the Underwriting Guidelines for "full documentation," "lite documentation," and "stated income documentation" residential loan programs. On a case-by-case basis, exceptions to the Underwriting Guidelines are made where compensating factors exist. It is expected that some portion of the PCHLI loans will represent those exceptions. In addition, PCHLI documents all exceptions in its loan files and has recently adopted a policy completely prohibiting exceptions for borrowers with credit scores of 540 or lower and for any borrowers that use stated income documentation for the 80/20 combination (100% LTV) loan program. Under each program, PCHLI reviews the applicant's source of income, calculates the amount of income from sources indicated on the loan application or similar documentation, reviews the credit history of the applicant, calculates the debt service-to-income ratio to determine the applicant's ability to repay the loan, reviews the type and use of the property being financed, and reviews the property appraisal. In determining the ability of the applicant to repay the loan, a loan rate is assigned that is generally equal to the interest rate established under the Underwriting Guidelines. The Underwriting Guidelines require that mortgage loans be underwritten in a standardized procedure and require the underwriters to be satisfied that the value of the property being financed, as reflected by an

> appraisal and a review of the appraisal, supports the outstanding loan balance at time of loan funding.

MASTR Asset Backed Securities Trust 2006-HE2 Prospectus Supplement at S-47.

288. The MASTR Asset Backed Securities Trust 2006-HE2 Prospectus Supplement stated:

> In evaluating the credit quality of borrowers, PCHLI utilizes Credit Scores, mortgage or rent payment history, job stability and income. The Underwriting Guidelines require all borrowers to have demonstrated a willingness to pay.

MASTR Asset Backed Securities Trust 2006-HE2 Prospectus Supplement at S-47-48.

289. The MASTR Asset Backed Securities Trust 2006-HE2 Prospectus Supplement stated:

> Under the Underwriting Guidelines, PCHLI has established eight principal risk categories ranging from "AAA" to "C," with respect to the credit profile of potential borrowers, and assigns a rating to each mortgage loan based upon these classifications, assessing the likelihood the applicant will repay the mortgage loan. These risk categories establish the maximum permitted LTV, the maximum loan amount and the allowed use of loan proceeds given the borrower's mortgage payment history, consumer credit history, liens/charge-offs/bankruptcy history, debt-to-income ratio, use of proceeds, documentation type and other factors.
>
> In general, higher credit risk mortgage loans are graded in categories that require lower debt to income ratios and lower LTV ratios and permit more (or more recent) major derogatory credit items, such as outstanding judgments or prior bankruptcies.

MASTR Asset Backed Securities Trust 2006-HE2 Prospectus Supplement at S-48.

290. UNTRUE STATEMENTS AND OMITTED INFORMATION: The preceding statements were material at the time they were made, because the quality of the loans in the mortgage pool directly affects the riskiness of the RMBS investment, and the quality of the loans is dependent upon the underwriting process employed. The preceding statements were untrue at the time they were made because, among other things, the Originators did not adhere to the stated underwriting guidelines, did not effectively evaluate the borrowers' ability or likelihood to

repay the loans, did not properly evaluate whether the borrower's DTI ratio supported a conclusion that the borrower had the means to meet his/her monthly obligations, and did not ensure that adequate compensating factors justified the granting of exceptions to guidelines.

B. Untrue Statements Concerning Adherence to Reduced Documentation Program Underwriting Guidelines

291. The Argent Securities Trust 2006-W3 Prospectus Supplement stated:

> Approximately 54.27%, 8.14% and 37.59% of the Initial Mortgage Loans were originated under the Full Documentation, Limited Documentation and Stated Income documentation programs, respectively, each as further described below.
>
> Full Documentation. The Full Documentation residential loan program is generally based upon current year to date income documentation as well as the previous year's income documentation (i.e., tax returns and/or W-2 forms and/or written verification of employment) or bank statements for the previous twelve months. The documentation required is specific to the applicant's sources of income. The applicant's employment and/or business licenses are generally verified.
>
> Limited Documentation. The Limited Documentation residential loan program is generally based on bank statements from the past six months supported by additional documentation provided by the applicant or current year to date documentation. The applicant's employment and/or business licenses are generally verified.
>
> Stated Income. The Stated Income residential loan program requires the applicant's employment and income sources to be stated on the application. The applicant's income as stated must be reasonable for the related occupation in the loan underwriter's discretion. However, the applicant's income as stated on the application is not independently verified.

Argent Securities Trust 2006-W3 Prospectus Supplement at S-33.

292. The Alternative Loan Trust 2006-OA3 Prospectus Supplement stated:

> In connection with the Standard Underwriting Guidelines, Countrywide Home Loans originates or acquires mortgage loans under the Full Documentation Program, the Alternative Documentation Program, the Reduced Documentation Program, the CLUES Plus Documentation Program or the Streamlined Documentation Program.
>
> The Alternative Documentation Program permits a borrower to provide W-2 forms instead of tax returns covering the most recent two years, permits bank

> statements in lieu of verification of deposits and permits alternative methods of employment verification.
>
> Under the Reduced Documentation Program, some underwriting documentation concerning income, employment and asset verification is waived. Countrywide Home Loans obtains from a prospective borrower either a verification of deposit or bank statements for the two-month period immediately before the date of the mortgage loan application or verbal verification of employment. Since information relating to a prospective borrower's income and employment is not verified, the borrower's debt-to-income ratios are calculated based on the information provided by the borrower in the mortgage loan application. The maximum Loan-to-Value Ratio ranges up to 95%.
>
> The CLUES Plus Documentation Program permits the verification of employment by alternative means, if necessary, including verbal verification of employment or reviewing paycheck stubs covering the pay period immediately prior to the date of the mortgage loan application. To verify the borrower's assets and the sufficiency of the borrower's funds for closing, Countrywide Home Loans obtains deposit or bank account statements from each prospective borrower for the month immediately prior to the date of the mortgage loan application. Under the CLUES Plus Documentation Program, the maximum Loan-to-Value Ratio is 75% and property values may be based on appraisals comprising only interior and exterior inspections. Cash-out refinances and investor properties are not permitted under the CLUES Plus Documentation Program.
>
> The Streamlined Documentation Program is available for borrowers who are refinancing an existing mortgage loan that was originated or acquired by Countrywide Home Loans provided that, among other things, the mortgage loan has not been more than 30 days delinquent in payment during the previous twelve-month period. Under the Streamlined Documentation Program, appraisals are obtained only if the loan amount of the loan being refinanced had a Loan-to-Value Ratio at the time of origination in excess of 80% or if the loan amount of the new loan being originated is greater than $650,000. In addition, under the Streamlined Documentation Program, a credit report is obtained but only a limited credit review is conducted, no income or asset verification is required, and telephonic verification of employment is permitted. The maximum Loan-to-Value Ratio under the Streamlined Documentation Program ranges up to 95%.

Alternative Loan Trust 2006-OA3 Prospectus Supplement at S-63. *See also* Alternative Loan Trust 2006-OA8 Prospectus Supplement at S-62; MASTR Adjustable Rate Mortgages Trust 2007-2 Prospectus Supplement at the "Underwriting Standards" section.

293. The Alternative Loan Trust 2006-OA3 Prospectus Supplement also represented:

In connection with the Expanded Underwriting Guidelines, Countrywide Home Loans originates or acquires mortgage loans under the Full Documentation Program, the Alternative Documentation Program, the Reduced Documentation Loan Program, the No Income/No Asset Documentation Program and the Stated Income/Stated Asset Documentation Program. Neither the No Income/No Asset Documentation Program nor the Stated Income/Stated Asset Documentation Program is available under the Standard Underwriting Guidelines.

The same documentation and verification requirements apply to mortgage loans documented under the Alternative Documentation Program regardless of whether the loan has been underwritten under the Expanded Underwriting Guidelines or the Standard Underwriting Guidelines. However, under the Alternative Documentation Program, mortgage loans that have been underwritten pursuant to the Expanded Underwriting Guidelines may have higher loan balances and Loan-to-Value Ratios than those permitted under the Standard Underwriting Guidelines.

Similarly, the same documentation and verification requirements apply to mortgage loans documented under the Reduced Documentation Program regardless of whether the loan has been underwritten under the Expanded Underwriting Guidelines or the Standard Underwriting Guidelines. However, under the Reduced Documentation Program, higher loan balances and Loan-to-Value Ratios are permitted for mortgage loans underwritten pursuant to the Expanded Underwriting Guidelines than those permitted under the Standard Underwriting Guidelines. The maximum Loan-to-Value Ratio, including secondary financing, ranges up to 90%. The borrower is not required to disclose any income information for some mortgage loans originated under the Reduced Documentation Program, and accordingly debt-to-income ratios are not calculated or included in the underwriting analysis. The maximum Loan-to-Value Ratio, including secondary financing, for those mortgage loans ranges up to 85%.

Under the No Income/No Asset Documentation Program, no documentation relating to a prospective borrower's income, employment or assets is required and therefore debt-to-income ratios are not calculated or included in the underwriting analysis, or if the documentation or calculations are included in a mortgage loan file, they are not taken into account for purposes of the underwriting analysis. This program is limited to borrowers with excellent credit histories. Under the No Income/No Asset Documentation Program, the maximum Loan-to-Value Ratio, including secondary financing, ranges up to 95%. Mortgage loans originated under the No Income/No Asset Documentation Program are generally eligible for sale to Fannie Mae or Freddie Mac.

Under the Stated Income/Stated Asset Documentation Program, the mortgage loan application is reviewed to determine that the stated income is reasonable for the borrower's employment and that the stated assets are consistent with the borrower's income. The Stated Income/Stated Asset Documentation Program permits maximum Loan-to-Value Ratios up to 90%. Mortgage loans originated

> under the Stated Income/Stated Asset Documentation Program are generally eligible for sale to Fannie Mae or Freddie Mac.

Alternative Loan Trust 2006-OA3 Prospectus Supplement at S-64-65. *See also* Alternative Loan Trust 2006-OA8 Prospectus Supplement at S-63-64; MASTR Adjustable Rate Mortgages Trust 2007-2 Prospectus Supplement at the "Underwriting Standards" section.

294. The Home Equity Mortgage Loan Asset-Backed Trust, Series INABS 2007-A Prospectus Supplement represented:

> IndyMac Bank originates and purchases loans that have been originated under one of seven documentation programs: Full/Alternate, FastForward, Bank Statement, Stated Income, No Income/No Asset, No Ratio and No Doc.

Home Equity Mortgage Loan Asset-Backed Trust, Series INABS 2007-A Prospectus Supplement at S-35. *See also* Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2006-3 Prospectus Supplement at S-26; Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2007-1 Prospectus Supplement at S-24; Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2007-2 Prospectus Supplement at the "Underwriting Process" section.

295. The Home Equity Mortgage Loan Asset-Backed Trust, Series INABS 2007-A Prospectus Supplement also represented:

> Under the Full/Alternate Documentation Program, the prospective borrower's employment, income and assets are verified through written or telephonic communications. All loans may be submitted under the Full/Alternate Documentation Program. The Full/Alternate Documentation Program also provides for alternative methods of employment verification generally using W-2 forms or pay stubs. Borrowers applying under the Full/Alternate Documentation Program may, based on certain credit and loan characteristics, qualify for IndyMac Bank's FastForward program and be entitled to income and asset documentation relief. Borrowers who qualify for FastForward must state their income, provide a signed Internal Revenue Service Form 4506 (authorizing IndyMac Bank to obtain copies of their tax returns), and state their assets; IndyMac Bank does not require any verification of income or assets under this program.

> The Bank Statement Documentation Program is similar to the Full/Alternate Documentation Program except that borrowers generally must document income and employment for six months (rather than two, as required by the Full/Alternate Documentation Program). Borrowers under the Bank Statement Documentation Program may use bank statements to verify their income and employment. If applicable, written verification of a borrower's assets is required under this program.
>
> Under the Stated Income Documentation Program and the No Ratio Program, more emphasis is placed on the prospective borrower's credit score and on the value and adequacy of the mortgaged property as collateral and other assets of the prospective borrower than on income underwriting. The Stated Income Documentation Program requires prospective borrowers to provide information regarding their assets and income. Information regarding assets is verified through written communications. Information regarding income is not verified. The No Ratio Program requires prospective borrowers to provide information regarding their assets, which is then verified through written communications. The No Ratio Program does not require prospective borrowers to provide information regarding their income. Employment is orally verified under both programs.
>
> Under the No Income/No Asset Documentation Program and the No Doc Documentation Program, emphasis is placed on the credit score of the prospective borrower and on the value and adequacy of the mortgaged property as collateral, rather than on the income and the assets of the prospective borrower. Prospective borrowers are not required to provide information regarding their assets or income under either program, although under the No Income/No Asset Documentation Program, employment is orally verified.

Home Equity Mortgage Loan Asset-Backed Trust, Series INABS 2007-A Prospectus Supplement at S-35-36. *See also* Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2006-3 Prospectus Supplement at S-26-27; Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2007-1 Prospectus Supplement at S-24; Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2007-2 Prospectus Supplement at the “Underwriting Process” section.

296. The Fremont Home Loan Trust 2006-B Prospectus Supplement represented:

> There are three documentation types, Full Documentation (“**Full Documentation**”), Easy Documentation (“**Easy Documentation**”) and Stated Income (“**Stated Income**”). Fremont’s underwriters verify the income of each applicant under various documentation types as follows: under Full

> Documentation, applicants are generally required to submit verification of stable income for the periods of one to two years preceding the application dependent on credit profile; under Easy Documentation, the borrower is qualified based on verification of adequate cash flow by means of personal or business bank statements; under Stated Income, applicants are qualified based on monthly income as stated on the mortgage application. The income is not verified under the Stated Income program; however, the income stated must be reasonable and customary for the applicant's line of work.

Fremont Home Loan Trust 2006-B Prospectus Supplement at S-51. *See also* Fremont Home Loan Trust 2006-B Prospectus Supplement at S-40; MASTR Second Lien Trust Prospectus Supplement at S-33.

297. On American Home's documentation programs, the MASTR Second Lien Trust 2006-1 Prospectus Supplement represented:

> Certain non-conforming stated income or stated asset products allow for less verification documentation than Fannie Mae or Freddie Mac require. Certain non-conforming Alt-A products also allow for less verification documentation than Fannie Mae or Freddie Mac require. For these Alt-A products the borrower may not be required to verify employment income, assets required to close or both. For some other Alt-A products, the borrower is not required to provide any information regarding employment income, assets required to close or both. Alt-A products with less verification documentation generally have other compensating factors such as higher credit score or lower loan-to-value requirements.

MASTR Second Lien Trust 2006-1 Prospectus Supplement at S-36.

298. The MASTR Adjustable Rate Mortgages Trust 2007-HF2 Prospectus Supplement stated:

> UBS Home Finance offers the following six different loan documentation options to meet a borrower's financing needs: Full/Alternative Documentation, ExpressDoc, Stated Income/Verified Assets (Reduced Doc), Stated Income/Stated Assets (SISA), No Income/Verified Assets (No Ratio), and No Income/No Assets (No Doc).
>
> Under the Full/Alternative Documentation processing option, the prospective borrower's income/employment, assets, and certain payment histories are evaluated. Mortgage loans that have been processed using Full/Alternative documentation as defined by Fannie Mae and Freddie Mac are eligible for

origination by UBS Home Finance. At the underwriter's discretion, additional documentation may be requested to substantiate the borrower's income/employment, assets, and/or payment history. Borrowers who qualify for the Full/Alternative Documentation processing option must state, in writing, their income (via Fannie Mae/Freddie Mac forms or tax returns and pay stubs) and assets (via Fannie Mae/Freddie Mac forms or two months of bank statements). Employment is verified verbally. Mortgage/Rent history of at least one year is also verified.

Under the Express Doc processing option, the loan must contain a minimum of 12 months of employment/income verification and one-month asset verification. Borrowers who qualify for Express Doc must have their income/employment, assets, and mortgage/rental history verified.

Under the Stated Income/Verified Assets (Reduced Doc) processing option, income as stated and acknowledged by the borrower on the Uniform Residential Loan Application (1003) and the Underwriting Transmittal (1008) is used to qualify the borrower. Verification of income is not required if the borrower is an eligible self-employed or salaried borrower. Assets are verified using the borrower's bank statements for the most recent two months.

Under the Stated Income/Stated Assets (SISA) processing option, verification of income or assets is not required. The borrower's qualifying ratios are calculated on the basis of income as stated on the loan application. The income stated must be reasonable for the position and must be validated using online sources that provide employee compensation data. Employment for wage earners and self-employed borrowers must be stated and verified, usually with a verbal verification completed by the fulfillment center (or via a third party for self-employed borrowers).

Under the No Income/Verified Assets (No Ratio) processing option, it is not necessary to calculate the borrower's debt-to-income ratios. The borrower's income is not disclosed anywhere within the loan application or the credit file. The borrower's employment must be stated and verified with a verbal verification completed by the processor (or via a third party for self-employed borrowers). Assets and liabilities are verified according to full or alternative documentation option guidelines.

Under the No Income/No Assets (No Doc) processing option, the borrower's income, employment, and assets are not disclosed anywhere within the loan application or the credit file. This option does not require the calculation of the borrower's debt-to-income ratios. The application must be complete with respect to liabilities, schedule of REO, and all other required documentation and must be executed by all borrowers. The borrower's employment and assets are not verified.

MASTR Adjustable Rate Mortgages Trust 2007-HF2 Prospectus Supplement at the "Underwriting Standards" section.

299. The MASTR Asset Backed Securities Trust 2006-WMC4 Prospectus Supplement stated:

> The Underwriting Guidelines require that the documentation accompanying each mortgage loan application include, among other things, a tri-merge credit report on the related applicant from a credit reporting company aggregator. The report typically contains information relating to such matters as credit history with local and national merchants and lenders, installment debt payments and any record of defaults, bankruptcy, repossession, suits or judgments. In most instances, WMC obtains a tri-merge credit score independent from the mortgage loan application from a credit reporting company aggregator. In the case of purchase money mortgage loans, WMC generally validates the source of funds for the down payment. In the case of mortgage loans originated under the Full Documentation category, the Underwriting Guidelines require documentation of income (which may consist of (1) a verification of employment form covering a specified time period which varies with LTV, (2) two most recent pay stubs and two years of tax returns or W-2s, (3) verification of deposits and/or (4) bank statements) and telephonic verification. Under the Full-Alternative Documentation category, only 24 months of bank statements are required (depending upon the LTV) and telephonic verification of employment, under the Limited Documentation category only 12 months of bank statements (or a W-2 for the most current year and a current pay stub) are required, and under the Lite Documentation category only six months of bank statements (or a current pay stub covering the six month period) are required. For mortgage loans originated under the Stated Income/Verified Assets (Streamlined) Documentation category, WMC requires verification of funds equal to two months of principal, interest, taxes and insurance, sourced and seasoned for at least sixty days. In the case of mortgage loans originated under the Stated Income Documentation and Stated Income/Verified Assets (Streamlined) Documentation categories, the Underwriting Guidelines require (1) that income be stated on the application, accompanied by proof of self employment in the case of self-employed individuals, (2) that a WMC pre-funding auditor conduct telephonic verification of employment, or in the case of self-employed individuals, telephonic verification of business line and (3) that stated income be consistent with type of work listed on the application

MASTR Asset Backed Securities Trust 2006-WMC4 Prospectus Supplement at "The Originator" section; *see also* MASTR Asset Backed Securities Trust 2006-WMC4 Free Writing Prospectus, Nov. 1, 2006, at "The Originator" section; MASTR Asset Backed Securities Trust 2006-WMC1 Prospectus Supplement at the "Underwriting Standards of the Originator" section.

300. The MASTR Asset Backed Securities Trust 2006-HE2 Prospectus Supplement stated:

> The mortgage loans were originated consistent with and generally conform to the New Century Underwriting Guidelines' full documentation, limited documentation and stated income documentation residential loan programs. Under each of the programs, New Century reviews the applicant's source of income, calculates the amount of income from sources indicated on the loan application or similar documentation, reviews the credit history of the applicant, calculates the debt service-to-income ratio to determine the applicant's ability to repay the loan, reviews the type and use of the property being financed, and reviews the property.
>
> …
>
> The New Century Underwriting Guidelines require that the income of each applicant for a mortgage loan under the full and limited documentation programs be verified. The specific income documentation required for New Century's various programs is as follows: under the full documentation program, applicants usually are required to submit one written form of verification from the employer of stable income for at least 12 months for salaried employees and 24 months for self-employed applicants or for any special program applicant with a credit score of less than 580; under the limited documentation program, applicants usually are required to submit verification of stable income for at least 6 months, such as 6 consecutive months of complete personal checking account bank statements. Under the stated income program, an applicant may be qualified based upon monthly income as stated on the mortgage loan application if the applicant meets certain criteria. All the foregoing programs require that, with respect to salaried employees, there be a telephone verification of the applicant's employment.

MASTR Asset Backed Securities Trust 2006-HE2 Prospectus Supplement at S-42.

301. The Nomura Asset Acceptance Corporation, Alternative Loan Trust, Series 2006-AR4 Prospectus Supplement stated:

> In addition to the "full/alternate" underwriting guidelines, FNBN also originates or purchases loans that have been originated under certain limited documentation programs designed to streamline the loan underwriting process. These "stated income," "no ratio," "no income/no assets," "stated income/stated assets," "no documentation with assets," "no documentation" and "lite documentation"

programs may not require income, employment or asset verifications. Generally, in order to be eligible for a limited or no documentation program, the mortgaged property must have a loan-to-value ratio that supports the amount of the mortgage loan and the prospective borrower must have a credit history that demonstrates an established ability to repay indebtedness in a timely fashion.

Under the full/alternate documentation program, the prospective borrower's employment, income and assets are verified through written or telephonic communication. Alternative methods of employment and income verification generally include using copies of federal withholding forms (IRS W-2) or pay stubs. Alternative methods of asset verification generally include using copies of the borrower's recent bank statements. All loans may be submitted under the full/alternate documentation program.

Under the stated income documentation and the no ratio programs, more emphasis is placed on a prospective borrower's credit score and on the value and adequacy of the mortgaged property as collateral and other assets of the prospective borrower rather than on income underwriting. The stated income documentation program requires prospective borrowers to provide information regarding their assets and income. Information regarding assets is verified through written communications or bank statements.

Information regarding income is not verified. The no ratio program requires prospective borrowers to provide information regarding their assets, which is then verified through written communications or bank statements. The no ratio program does not require prospective borrowers to provide information regarding their income. In both the stated income and no ratio programs, the employment history is verified through written or telephonic communication.

Under the no income/no assets program, emphasis is placed on the credit score of the prospective borrower and on the value and adequacy of the mortgaged property as collateral. Income and assets are not stated on the prospective borrower's application. Disclosure of employment is required and verified through written or telephonic communication.

Under the stated income/stated assets program, emphasis is placed on the credit score of the prospective borrower and on the value and adequacy of the mortgaged property as collateral. Income is stated on the prospective borrower's application but is not verified. Assets are also stated on the application but are not verified. Employment is verified through written or telephonic communication.

Under the no documentation with assets and no documentation programs, emphasis is placed on the credit score of the prospective borrower and on the value and adequacy of the mortgaged property as collateral. Under the no documentation with assets program, a prospective borrower's assets are stated and verified through written communication or bank statements. A prospective borrower is not required to provide information regarding income or employment.

> Under the no documentation with assets program, a prospective borrower's income and employment are not stated or verified but assets are verified. Under the no documentation program, a prospective borrower's income, assets and employment are not stated or verified.
>
> The lite documentation programs are loan programs for prospective borrowers to obtain mortgage loans that FNBN has determined to be of sub-prime quality. Under these programs, prospective borrowers are generally qualified based on verification of adequate cash flows by means of personal or business bank statements for the previous twelve or twenty-four months.

Nomura Asset Acceptance Corporation, Alternative Loan Trust, Series 2006-AR4 Prospectus Supplement at S-50-51.

302. The MASTR Asset Backed Securities Trust 2006-HE2 Prospectus Supplement stated:

> The specific income documentation required for PCHLI's various programs varies as follows: under the full documentation program, applicants usually are required to submit one written form of verification of stable income for at least 12 months. Under the lite documentation program, applicants usually are required to submit verification of stable income for at least 6 months, such as 6 consecutive months of complete personal or business (limited to 50% of the funds in a business account; corporate accounts do not qualify) checking account bank statements or a current paycheck stub with year-to-date information. Under the stated income documentation program, an applicant will be qualified based upon monthly income as stated on the mortgage loan application if the applicant meets certain criteria. All of these programs require, for salaried employees, a telephone verification of the applicant's employment, and verification of funds, if any, deposited by the applicant into escrow (if any) in the case of a purchase money loan. For a self-employed borrower, there is a telephone verification as well as additional documentation to verify the existence of the business owned by the borrower.

303. MASTR Asset Backed Securities Trust 2006-HE2 Prospectus Supplement at S-47.

304. UNTRUE STATEMENTS AND OMITTED INFORMATION: The preceding statements were material at the time they were made, because the quality of the loans in the mortgage pool directly affects the riskiness of the RMBS investment, and the quality of the loans

is dependent upon the underwriting process employed. The preceding statements were untrue at the time they were made, because regardless of the documentation program purportedly employed, the Originators systematically disregarded their underwriting guidelines.

C. Untrue Statements Concerning Loan-to-Value Ratios and DTI Ratios

305. The Offering Documents provided statistical descriptions of the collateral, such as LTV ratios, combined LTV ratios, and DTI ratios. *See, e.g.*, CHL Mortgage Pass Through Trust 2006-OA5 Prospectus Supplement dated Feb. 28, 2006, at S-38-69.

306. The Offering Documents represented that independent and objective appraisals were obtained for the properties. *See, e.g.*, Home Equity Mortgage Loan Asset-Backed Trust Series INDS 2007-2 Prospectus Supplement at "Underwriting Process" ("[A]n appraisal is generally made of the subject property in accordance with the Uniform Standards of Professional Appraisal Practice.").

307. The Argent Securities Trust 2006-W3 Prospectus Supplement stated:

> The Underwriting Guidelines permit loans with combined loan-to-value ratios at origination of up to 100%, subject to certain Risk Category limitations (as further described in that section). The maximum allowable loan-to-value ratio varies based upon the income documentation, property type, creditworthiness, debt service-to-income ratio of the applicant and the overall risks associated with the loan decision.

Argent Securities Trust 2006-W3 Prospectus Supplement at S-33.

308. The Alternative Loan Trust 2006-OA3 Prospectus Supplement stated:

> Countrywide Home Loan's Standard Underwriting Guidelines for mortgage loans with non-conforming original principal balances generally allow Loan-to-Value Ratios at origination of up to 95% for purchase money or rate and term refinance mortgage loans with original principal balances of up to $400,000, up to 90% for mortgage loans with original principal balances of up to $650,000, up to 75% for mortgage loans with original principal balances of up to $1,000,000, up to 65% for mortgage loans with original principal balances of up to $1,500,000, and up to 60% for mortgage loans with original principal balances of up to $2,000,000.

> For cash-out refinance mortgage loans, Countrywide Home Loan's Standard Underwriting Guidelines for mortgage loans with non-conforming original principal balances generally allow Loan-to-Value Ratios at origination of up to 75% and original principal balances ranging up to $650,000. The maximum "cash-out" amount permitted is $200,000 and is based in part on the original Loan-to-Value Ratio of the related mortgage loan. As used in this prospectus supplement, a refinance mortgage loan is classified as a cash-out refinance mortgage loan by Countrywide Home Loans if the borrower retains an amount greater than the lesser of 2% of the entire amount of the proceeds from the refinancing of the existing loan or $2,000.
>
> Countrywide Home Loan's Standard Underwriting Guidelines for conforming balance mortgage loans generally allow Loan-to-Value Ratios at origination on owner occupied properties of up to 95% on 1 unit properties with principal balances up to $417,000 ($625,500 in Alaska and Hawaii) and 2 unit properties with principal balances up to $533,850 ($800,775 in Alaska and Hawaii) and up to 80% on 3 unit properties with principal balances of up to $645,300 ($967,950 in Alaska and Hawaii) and 4 unit properties with principal balances of up to $801,950 ($1,202,925 in Alaska and Hawaii). On second homes, Countrywide Home Loan's Standard Underwriting Guidelines for conforming balance mortgage loans generally allow Loan-to-Value Ratios at origination of up to 95% on 1 unit properties with principal balances up to $417,000 ($625,500 in Alaska and Hawaii). Countrywide Home Loan's Standard Underwriting Guidelines for conforming balance mortgage loans generally allow Loan-to-Value Ratios at origination on investment properties of up to 90% on 1 unit properties with principal balances up to $417,000 ($625,500 in Alaska and Hawaii) and 2 unit properties with principal balances up to $533,850 ($800,775 in Alaska and Hawaii) and up to 75% on 3 unit properties with principal balances of up to $645,300 ($967,950 in Alaska and Hawaii) and 4 unit properties with principal balances of up to $801,950 ($1,202,925 in Alaska and Hawaii).

Alternative Loan Trust 2006-OA3 Prospectus Supplement at S-61-62. *See also* Alternative Loan Trust 2006-OA8 Prospectus Supplement at S-61-62; MASTR Adjustable Rate Mortgages Trust 2007-2 Prospectus Supplement at the "Underwriting Standards" section.

309. The Alternative Loan Trust 2006-OA3 Prospectus Supplement continued:

> Countrywide Home Loan's Expanded Underwriting Guidelines for mortgage loans with non-conforming original principal balances generally allow Loan-to-Value Ratios at origination of up to 95% for purchase money or rate and term refinance mortgage loans with original principal balances of up to $400,000, up to 90% for mortgage loans with original principal balances of up to $650,000, up to 80% for mortgage loans with original principal balances of up to $1,000,000, up to 75% for mortgage loans with original principal balances of up to $1,500,000

> and up to 70% for mortgage loans with original principal balances of up to $3,000,000. Under certain circumstances, however, Countrywide Home Loan's Expanded Underwriting Guidelines allow for Loan-to-Value Ratios of up to 100% for purchase money mortgage loans with original principal balances of up to $375,000.
>
> For cash-out refinance mortgage loans, Countrywide Home Loan's Expanded Underwriting Guidelines for mortgage loans with non-conforming original principal balances generally allow Loan-to-Value Ratios at origination of up to 90% and original principal balances ranging up to $1,500,000. The maximum "cash-out" amount permitted is $400,000 and is based in part on the original Loan-to-Value Ratio of the related mortgage loan.
>
> Countrywide Home Loan's Expanded Underwriting Guidelines for conforming balance mortgage loans generally allow Loan-to-Value Ratios at origination on owner occupied properties of up to 100% on 1 unit properties with principal balances up to $417,000 ($625,500 in Alaska and Hawaii) and 2 unit properties with principal balances up to $533,850 ($800,775 in Alaska and Hawaii) and up to 85% on 3 unit properties with principal balances of up to $645,300 ($967,950 in Alaska and Hawaii) and 4 unit properties with principal balances of up to $801,950 ($1,202,925 in Alaska and Hawaii). On second homes, Countrywide Home Loan's Expanded Underwriting Guidelines for conforming balance mortgage loans generally allow Loan-to-Value Ratios at origination of up to 95% on 1 unit properties with principal balances up to $417,000 ($625,500 in Alaska and Hawaii). Countrywide Home Loan's Expanded Underwriting Guidelines for conforming balance mortgage loans generally allow Loan-to-Value Ratios at origination on investment properties of up to 90% on 1 unit properties with principal balances up to $417,000 ($625,500 in Alaska and Hawaii) and 2 unit properties with principal balances up to $533,850 ($800,775 in Alaska and Hawaii) and up to 85% on 3 unit properties with principal balances of up to $645,300 ($967,950 in Alaska and Hawaii) and 4 unit properties with principal balances of up to $801,950 ($1,202,925 in Alaska and Hawaii).

Alternative Loan Trust 2006-OA3 Prospectus Supplement at S-63. *See also* Alternative Loan Trust 2006-OA8 Prospectus Supplement at S-63; MASTR Adjustable Rate Mortgages Trust 2007-2 Prospectus Supplement at the "Underwriting Standards" section.

310. The CHL Mortgage-Pass Through Trust 2006-OA5 Prospectus Supplement represented:

> Countrywide Home Loans' underwriting guidelines generally allow Loan-to-Value Ratios at origination of up to 95% for purchase money or rate and term refinance mortgage loans with original principal balances of up to $400,000, up to

> 90% for mortgage loans with original principal balances of up to $650,000, up to 80% for mortgage loans with original principal balances of up to $1,000,000, up to 75% for mortgage loans with original principal balances of up to $1,500,000, and up to 70% for mortgage loans with original principal balances of up to $3,000,000. Under certain circumstances, however, Countrywide Home Loans' underwriting guidelines allow for Loan-to-Value Ratios of up to 100% for purchase money mortgage loans with original principal balances of up to $375,000.
>
> For cash-out refinance mortgage loans, Countrywide Home Loans' underwriting guidelines permit Loan-to-Value Ratios at origination of up to 90% for mortgage loans with original principal balances of up to $1,500,000. The maximum "cash-out" amount permitted is $400,000 and is based in part on the original Loan-to-Value Ratio of the related mortgage loan. As used in this prospectus supplement, a refinance mortgage loan is classified as a cash-out refinance mortgage loan by Countrywide Home Loans if the borrower retains an amount greater than the lesser of 2% of the entire amount of the proceeds from the refinancing of the existing loan, or $2,000.

CHL Mortgage-Pass Through Trust 2006-OA5 Prospectus Supplement at S-73.

311. The Home Equity Mortgage Loan Asset-Backed Trust, Series INABS 2007-A Prospectus Supplement stated:

> Maximum loan-to-value and combined loan-to-value ratios and loan amounts are established according to the occupancy type, loan purpose, property type, FICO Credit Score, number of previous late mortgage payments, and the age of any bankruptcy or foreclosure actions. Additionally, maximum total monthly debt payments-to-income ratios and cash-out limits may be applied. Other factors may be considered in determining loan eligibility such as a borrower's residency and immigration status, whether a non-occupying borrower will be included for qualification purposes, sales or financing concessions included in any purchase contract, the acquisition cost of the property in the case of a refinance transaction, the number of properties owned by the borrower, the type and amount of any subordinate mortgage, the amount of any increase in the borrower's monthly mortgage payment compared to previous mortgage or rent payments and the amount of disposable monthly income after payment of all monthly expenses.

Home Equity Mortgage Loan Asset-Backed Trust, Series INABS 2007-A Prospectus Supplement at S-36. *See also* Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2006-3 Prospectus Supplement at S-27; Home Equity Mortgage Loan Asset-Backed Trust, Series

INDS 2007-1 Prospectus Supplement at S-25; Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2007-2 Prospectus Supplement at the "Underwriting Process" section.

312. The Fremont Home Loan Trust 2006-B Prospectus Supplement represented:

> "A." Under the "A" category, an applicant must have not more than one 30-day late mortgage payment within the last 12 months and it must be at least 24 months since discharge of any Chapter 7 or Chapter 13 bankruptcy and/or foreclosure. The maximum loan-to-value ratio is 100% with a minimum Credit Score of 600. The maximum permitted loan-to-value ratio is reduced for: reduced income documentation, non-owner occupied properties, properties with 3-4 units, or properties with rural characteristics.
>
> "A-." Under the "A-" category, an applicant must have not more than three 30-day late mortgage payments within the last 12 months and it must be at least 24 months since discharge of any Chapter 7 or Chapter 13 bankruptcy and/or foreclosure. The maximum loan-to-value ratio is 90% with a minimum Credit Score of 550. The maximum permitted loan-to-value ratio is reduced for: reduced income documentation, non-owner occupied properties, properties with 3-4 units, or properties with rural characteristics.
>
> "B." Under the "B" category, an applicant must have not more than one 60-day late mortgage payment within the last 12 months and it must be at least 24 months since discharge of any Chapter 7 or Chapter 13 bankruptcy and/or foreclosure. The maximum loan-to-value ratio is 90% with a Credit Score of 550. The maximum permitted loan-to-value ratio is reduced for: reduced income documentation, non-owner occupied properties, properties with 3-4 units, or properties with rural characteristics.
>
> "C." Under the "C" category, an applicant must have not more than one 90-day late mortgage payment within the last 12 months and it must be at least 24 months since discharge of any Chapter 7 or Chapter 13 bankruptcy and/or foreclosure. The maximum permitted loan-to-value ratio is 85% with a minimum Credit Score of 580. The maximum permitted loan-to-value ratio is reduced for: reduced income documentation, non-owner occupied properties, properties with 3-4 units, or properties with rural characteristics.
>
> "C-." Under the "C-" category, an applicant must not be more than 150 days delinquent with respect to its current mortgage payment and it must not be subject of a Chapter 7 or Chapter 13 bankruptcy and/or foreclosure. The maximum permitted loan-to-value ratio is 70% with a minimum Credit Score of 500. The maximum permitted loan-to-value ratio is reduced for: reduced income documentation, non-owner occupied properties, properties with 3-4 units, or properties with rural characteristics.

> "D." Under the "D" category, an applicant must not be more than 180 days delinquent with respect to its current mortgage payment. Any Chapter 7 or Chapter 13 bankruptcy proceedings and/or foreclosure actions must be paid in connection with closing. The maximum permitted loan-to-value ratio is 65% with a minimum Credit Score of 500. The maximum permitted loan-to-value ratio is reduced to 60% if the property is currently subject to foreclosure proceedings.

Fremont Home Loan Trust 2006-B Prospectus Supplement at S-53-54. *See also* Fremont Home Loan Trust 2006-B Prospectus Supplement at S-42-43; MASTR Second Lien Trust Prospectus Supplement at S-35.

313. The Home Equity Asset Backed Trust, Series INDS 2006-3 Prospectus Supplement represented: "Maximum loan-to-value and combined loan-to-value ratios and loan amounts are established according to the occupancy type, loan purpose, property type, FICO Credit Score, number of previous late mortgage payments, and the age of any bankruptcy or foreclosure actions." Home Equity Asset Backed Trust, Series INDS 2006-3 Prospectus Supplement at S-27. *See also* Home Equity Asset Backed Trust, Series INDS 2007-1 Prospectus Supplement at S-25; Home Equity Asset Backed Trust, Series INDS 2006-3 Registration Statement, June 2, 2006, at S-40; Home Equity Asset Backed Trust, Series INDS 2007-1 Registration Statement, June 2, 2006, at S-40.

314. The MASTR Asset Backed Securities Trust 2006-WMC4 Prospectus Supplement stated:

> The Underwriting Guidelines are less stringent than the standards generally acceptable to Fannie Mae and Freddie Mac with regard to the mortgagor's credit standing, Debt Ratios, documentation programs, and in certain other respects. Mortgagors who qualify under the Underwriting Guidelines may have payment histories and Debt Ratios that would not satisfy Fannie Mae and Freddie Mac underwriting guidelines and may have a record of major derogatory credit items such as outstanding judgments or prior bankruptcies. The Underwriting Guidelines establish the maximum permitted LTV for each loan type based upon these and other risk factors.

MASTR Asset Backed Securities Trust 2006-WMC4 Prospectus Supplement at "The Originator" section; *see also* MASTR Asset Backed Securities Trust 2006-WMC4 Free Writing Prospectus, Nov. 1, 2006, at "The Originator" section; MASTR Asset Backed Securities Trust 2006-WMC1 Prospectus Supplement at the "Underwriting Standards of the Originator" section.

315. The MASTR Asset Backed Securities Trust 2006-HE2 Prospectus Supplement stated:

> The New Century Underwriting Guidelines generally permit loans on one to four family residential properties to have a loan-to-value ratio at origination of up to 95% with respect to first liens loans. The maximum loan-to-value ratio depends on, among other things, the purpose of the mortgage loan, a borrower's credit history, home ownership history, mortgage payment history or rental payment history, repayment ability and debt service-to-income ratio, as well as the type and use of the property.

MASTR Asset Backed Securities Trust 2006-HE2 Prospectus Supplement at S-42.

316. The MASTR Asset Backed Securities Trust 2006-HE2 Prospectus Supplement stated:

> The maximum LTV depends on, among other things, the loan size, the purpose of the mortgage loan, borrower's credit history, repayment ability and debt service-to-income ratio, as well as the type and occupancy of the property.

317. MASTR Asset Backed Securities Trust 2006-HE2 Prospectus Supplement at S-47.

318. UNTRUE STATEMENTS AND OMITTED INFORMATION: The preceding statements were material at the time they were made because the riskiness of the RMBS investment is directly dependent on the quality of the collateral and creditworthiness of the borrowers. The preceding statements were untrue at the time they were made because the LTV ratios were higher than represented and the DTI ratios were higher than represented.

IX. THE CLAIMS ARE TIMELY

319. For actions brought by the NCUA Board as Liquidating Agent, the FCUA extends the statute of limitations for at least three years from the date of the appointment of the NCUA Board as Conservator or Liquidating Agent. *See* 12 U.S.C. § 1787(b)(14)(B)(i).

320. The NCUA Board placed the Credit Unions into conservatorship on September 24, 2010. On October 31, 2010, the NCUA Board placed the Credit Unions into liquidation and appointed itself as Liquidating Agent.

321. Actions brought under Sections 11 and 12(a)(2) of the Securities Act must be:

> brought within one year after the discovery of the untrue statement or the omission, or after such discovery should have been made by the exercise of reasonable diligence . . . . In no event shall any such action be brought to enforce a liability created under section 77k or 77*l*(a)(1) of this title more than three years after the security was bona fide offered to the public, or under section 77*l*(a)(2) of this title more than three years after the sale.

15 U.S.C. § 77m.

322. Actions brought under Section 13 of the Illinois Blue Sky Law must be brought within:

> 3 years from the date of sale; provided, that if the party bringing the action neither knew nor in the exercise of reasonable diligence should have known of any alleged violation of subsection E, F, G, H, I or J of Section 12 of this Act which is the basis for the action, the 3 year period provided shall begin to run upon the earlier of:
>
> (1) the date upon which the party bringing the action has actual knowledge of the alleged violation of this Act; or
>
> (2) the date upon which the party bringing the action has notice of facts which in the exercise of reasonable diligence would lead to actual knowledge of the alleged violation of this Act; but in no event shall the period of limitation so extended be more than 2 years beyond the expiration of the 3 year period otherwise applicable.

815 Ill. Comp. Stat. Ann. 5/13(D).

323. Actions brought under Section 581-33 of the Texas Blue Sky Law must be brought no "(a) more than three years after discovery of the untruth or omission, or after discovery should have been made by the exercise of reasonable diligence; or (b) more than five years after the sale." Tex. Rev. Civ. Stat. Ann. art. 581, § 33(H)(2).

324. As the Federal Reserve Board noted in November 2008, the "deteriorating lending standards" and "the surge in early payment defaults suggests that underwriting . . . deteriorated on dimensions that were less readily apparent to investors." Christopher J. Mayer *et al.*, *The Rise in Mortgage Defaults* 15-16 (Fed. Reserve Bd. Fin. & Econ. Discussion Series, Paper No. 2008-59).

325. The FSOC explained that the origination and securitization process contains inherent "information asymmetries" that put investors at a disadvantage regarding critical information concerning the quality and performance of RMBS. The FSOC Risk Retention Report described the information disadvantage for investors of RMBS:

> One important informational friction highlighted during the recent financial crisis has aspects of a "lemons" problem that exists between the issuer and investor. An originator has more information about the ability of a borrower to repay than an investor, because the originator is the party making the loan. Because the investor is several steps removed from the borrower, the investor may receive less robust loan performance information. Additionally, the large number of assets and the disclosures provided to investors may not include sufficient information on the quality of the underlying financial assets for investors to undertake full due diligence on each asset that backs the security

FSOC Risk Retention Report at 9 (footnote omitted).

326. In addition, Members United and/or the NCUA Board as its Liquidating Agent are or were members of putative classes in the cases listed in Table 7, below. Therefore, the NCUA Board's claims are subject to legal tolling of the various periods of limitation pursuant to *American Pipe & Constr. Co. v. Utah*, 414 U.S. 538 (1974) ("American Pipe") and its progeny.

Table 7
Purchases Subject to Tolling Under American Pipe

CUSIP	ISSUING ENTITY	PURCHASER	TRADE DATE	AMERICAN PIPE TOLLING COMMENCEMENT DATE
12668BB44	Alternative Loan Trust 2006-OA3	Members United	4/5/2006	*Luther v. Countrywide*, No. BC380698 (Cal. Super. Ct. L.A. County), Complaint Filed: **November 14, 2007** Removed to No. 12-5125 (C.D.C.A.) *Washington v. Countrywide*, No. BC392571 (Cal. Super. Ct. L.A. County), Complaint Filed: **June 12, 2008** consolidated into *Luther v. Countrywide*, No. BC380698 (Cal. Super. Ct. L.A. County - Removed to No. 12-5125 (C.D.C.A.)) *Maine v. Countrywide*, No. 10-302 (C.D.C.A.), Complaint Filed: **January 14, 2010** *Western Conference of Teamsters v. Countrywide*, No. BC449726 (Cal. Super. Ct. L.A. County) Complaint Filed: **November 17, 2010** Removed to No. 12-5122 (C.D.C.A.)
02147CAF0	Alternative Loan Trust 2006-OA8	Members United	5/23/2006	Same as Alternative Loan Trust 2006-OA3
126694M62	CHL Mortgage Pass-Through Trust 2006-OA5	Members United	3/3/2006	*Washington v. Countrywide*, No. BC392571 (Cal. Super. Ct. L.A. County), Complaint Filed: **June 12, 2008** consolidated into *Luther v. Countrywide*, No. BC380698 (Cal. Super. Ct. L.A. County - Removed to No. 12-5125 (C.D.C.A)) *Luther v. Countrywide*, No. BC380698 (Cal. Super. Ct. L.A. County), Amended Complaint Filed: **Sept. 9, 2008** Removed to No. 12-5125 (C.D.C.A) *Maine v. Countrywide*, No. 10-302 (C.D.C.A.), Complaint Filed: **January 14, 2010** *Western Conference of Teamsters v. Countrywide*, No. BC449726 (Cal. Super. Ct. L.A. County), Complaint Filed: **November 17, 2010**, Removed to No. 12-5122 (C.D.C.A.)
126694M96	CHL Mortgage Pass-Through Trust 2006-OA5	Members United	3/3/2006	Same as CHL Mortgage Pass-Through Trust 2006-OA5

65538DAA3	Nomura Asset Acceptance Corporation, Alternative Loan Trust, Series 2006-AR4	Members United	11/15/2006	*Plumbers Union Local 12 v. Nomura,* No. 08-0544 (Commonwealth of M.A.), Complaint Filed: **January 31, 2008**, Removed to No. 08-10446 (Dist. of M.A.)

327. With respect to those RMBS purchases for which the NCUA Board asserts claims for Members United under Section 11 of the Securities Act (Count 3), the earliest date they were bona fide offered to the public – after accounting for *American Pipe* tolling – was not more than three years prior to September 24, 2010. Accordingly, the NCUA Board's Section 11 claims on behalf of Members United are not time-barred.

328. With respect to that RMBS purchase for which the NCUA Board asserts a claim for Members United under Section 12(a)(2) of the Securities Act (Count 4), the earliest sale date – after accounting for *American Pipe* tolling – was not more than three years prior to September 24, 2010. Accordingly, the NCUA Board's Section 12(a)(2) claim on behalf of Members United is not time barred.

329. With respect to those RMBS purchases for which the NCUA Board asserts claims under state law (Counts 1 and 2), the earliest purchase date/offering date with respect to those claims was March 3, 2006, or not more than five years prior to September 24, 2010. Accordingly, the NCUA Board's state law claims on behalf of the Credit Unions are not time-barred.

X. CLAIMS FOR RELIEF

COUNT ONE

Violation of the Texas Securities Act, Tex. Rev. Civ. Stat. Ann. art. 581, § 33 (Fremont Home Loan Trust 2006-B, Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2006-3, MASTR Adjustable Rate Mortgages Trust 2007-2, MASTR Adjustable Rate Mortgages Trust 2007-HF2, MASTR Asset Backed Securities Trust 2006-HE2, MASTR Asset Backed Securities Trust 2006-WMC1, and MASTR Asset Backed Securities Trust 2006-WMC4)

330. The NCUA Board realleges paragraphs 1 through 329 of this Complaint, as though fully set forth here, except those paragraphs specific to certificates other than the Fremont Home Loan Trust 2006-B, Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2006-3, MASTR Adjustable Rate Mortgages Trust 2007-2, MASTR Adjustable Rate Mortgages Trust 2007-HF2, MASTR Asset Backed Securities Trust 2006-HE2, MASTR Asset Backed Securities Trust 2006-WMC1, and MASTR Asset Backed Securities Trust 2006-WMC4 certificates.

331. The NCUA Board brings this cause of action pursuant to Section 33 of the Texas Securities Act, with respect to Southwest's purchases of the Fremont Home Loan Trust 2006-B, Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2006-3, MASTR Adjustable Rate Mortgages Trust 2007-2, MASTR Adjustable Rate Mortgages Trust 2007-HF2, MASTR Asset Backed Securities Trust 2006-HE2, MASTR Asset Backed Securities Trust 2006-WMC1, and MASTR Asset Backed Securities Trust 2006-WMC4 certificates against Defendant UBS as the seller of those certificates.

332. Defendant UBS offered to sell and sold the securities to Southwest by means of written and/or oral communications which included untrue statements of material fact and/or omissions of material facts that were necessary to make the statements made not misleading, as alleged above.

333. The untrue statements of material fact and omitted facts were material because a reasonably prudent investor deciding whether to purchase the certificates would have viewed them as important and as substantially altering the total mix of information available, as alleged above.

334. Defendant UBS sold the certificates to Southwest in Texas.

335. At the time Southwest purchased the certificates, it did not know of these untruths and omissions.

336. If Southwest had known about these untruths and omissions, it would not have purchased the securities from Defendant UBS.

337. Defendant UBS's sales of the certificates violated Tex. Rev. Civ. Stat. Ann. art. 581, § 33(A)(2).

338. Southwest and Plaintiff sustained damages as a result of Defendant UBS's violations of Tex. Rev. Civ. Stat. Ann. art. 581, § 33(A)(2).

339. WHEREFORE, the NCUA Board requests the Court to enter judgment in its favor against Defendant UBS, awarding a rescissory measure of damages, or in the alternative compensatory damages, in an amount to be proven at trial; costs, and such other relief as the Court deems appropriate and just.

COUNT TWO

Violation of the Illinois Securities Law of 1953, 815 Ill. Comp. Stat. Ann. 5/12 (Alternative Loan Trust 2006-OA3, Alternative Loan Trust 2006-OA8, Argent Securities Trust 2006-W3, CHL Mortgage Pass-Through Trust 2006-OA5, Home Equity Mortgage Loan Asset-Backed Trust, Series INABS 2007-A, Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2006-3, Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2007-1, Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2007-2, MASTR Adjustable Rate Mortgages 2007-HF2, and MASTR Second Lien Trust 2006-1)

340. The NCUA Board realleges paragraphs 1 through 329 of this Complaint, as though fully set forth here, except those paragraphs specific to certificates other than the

Alternative Loan Trust 2006-OA3, Alternative Loan Trust 2006-OA8, Argent Securities Trust 2006-W3, CHL Mortgage Pass-Through Trust 2006-OA5, Home Equity Mortgage Loan Asset-Backed Trust, Series INABS 2007-A, Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2006-3, Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2007-1, Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2007-2, MASTR Adjustable Rate Mortgages 2007-HF2, and MASTR Second Lien Trust 2006-1 certificates.

341. The NCUA Board brings this cause of action pursuant to Section 12 of the Illinois Securities Law of 1953, with respect to Members United's purchases of the Alternative Loan Trust 2006-OA3, Alternative Loan Trust 2006-OA8, Argent Securities Trust 2006-W3, CHL Mortgage Pass-Through Trust 2006-OA5, Home Equity Mortgage Loan Asset-Backed Trust, Series INABS 2007-A, Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2006-3, Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2007-1, Home Equity Mortgage Loan Asset-Backed Trust, Series INDS 2007-2, MASTR Adjustable Rate Mortgages 2007-HF2, and MASTR Second Lien Trust 2006-1 certificates against Defendant UBS, as the seller of those certificates.

342. Defendant UBS offered to sell and sold the securities to Members United by means of written and/or oral communications which included untrue statements of material fact and/or omissions of material facts that were necessary to make the statements made not misleading, as alleged above.

343. The untrue statements of material fact and omitted facts were material because a reasonably prudent investor deciding whether to purchase the certificates would have viewed them as important and as substantially altering the total mix of information available, as alleged above.

344. Defendant UBS sold the certificates to Members United in Illinois.

345. At the time Members United purchased the certificates, it did not know of these untruths and omissions.

346. If Members United had known about these untruths and omissions, it would not have purchased the securities from Defendant UBS.

347. Defendant UBS's sales of the certificates violated 815 Ill. Comp. Stat. Ann. 5/12(G).

348. Members United and Plaintiff sustained damages as a result of Defendant UBS's violations of 815 Ill. Comp. Stat. Ann. 5/12(G).

349. WHEREFORE, the NCUA Board requests the Court to enter judgment in its favor against Defendant UBS, awarding rescission or a rescissory measure of damages, or in the alternative compensatory damages, in an amount to be proven at trial; costs, and such other relief as the Court deems appropriate and just.

COUNT THREE
Section 11 of the Securities Act of 1933
(Alternative Loan Trust 2006-OA3, Alternative Loan Trust 2006-OA8, CHL Mortgage Pass-Through Trust 2006-OA5, Nomura Asset Acceptance Corporation, and Alternative Loan Trust Series 2006-AR4)

350. The NCUA Board realleges paragraphs 1 through 329 of this Complaint, as though fully set forth here, except those paragraphs specific to certificates other than the Alternative Loan Trust 2006-OA3, Alternative Loan Trust 2006-OA8, CHL Mortgage Pass-Through Trust 2006-OA5, Nomura Asset Acceptance Corporation, Alternative Loan Trust Series 2006-AR4 certificates.

351. The NCUA Board brings this cause of action pursuant to Section 11 of the Securities Act of 1933, with respect to Members United's purchase of the Alternative Loan Trust

2006-OA3, Alternative Loan Trust 2006-OA8, CHL Mortgage Pass-Through Trust 2006-OA5, Nomura Asset Acceptance Corporation, and Alternative Loan Trust Series 2006-AR4 certificates against Defendant UBS as the underwriter.

352. At the time the registration statement became effective, it (including the prospectus and any prospectus supplements) contained untrue statements and omitted facts that were necessary to make the statements made not misleading, as alleged above.

353. The untrue statements and omitted facts were material because a reasonably prudent investor deciding whether to purchase the certificates would have viewed them as important and as substantially altering the total mix of information available, as alleged above.

354. Members United purchased the certificate pursuant to and traceable to a defective registration statement, as alleged above.

355. At the time Members United purchased the certificate, it did not know of the untrue statements and omissions contained in the registration statement.

356. Defendant UBS's conduct as alleged above violated Section 11.

357. Members United and Plaintiff sustained damages as a result of UBS's violations of Section 11.

358. WHEREFORE, the NCUA Board requests the Court to enter judgment in its favor against UBS awarding all damages, in an amount to be proven at trial, costs, and such other relief as the Court deems appropriate and just.

<u>COUNT FOUR</u>
Section 12(a)(2) of the Securities Act of 1933
(Alternative Loan Trust 2006-OA8)

359. The NCUA Board realleges paragraphs 1 through 329 of this Complaint, as though fully set forth here, except those paragraphs specific to certificates other than the Alternative Loan Trust 2006-OA8 certificates.

360. The NCUA Board brings this cause of action pursuant to Section 12(a)(2) of the Securities Act, with respect to Members United's purchase of the Alternative Loan Trust 2006-OA8 certificate against UBS as the statutory seller and/or offeror of those certificate.

361. Defendant UBS offered to sell and sold the certificate to Members United through one or more instrumentalities of interstate commerce (*i.e.*, telephone, faxes, mails, email or other means of electronic communication).

362. Defendant UBS offered to sell and sold the certificate, for its own financial gain, to Members United by means of the prospectuses and/or prospectus supplements, as alleged above, and/or oral communications related to the prospectuses and/or prospectus supplements.

363. The prospectuses and/or prospectus supplements contained untrue statements and omitted facts that were necessary to make the statements made not misleading, as alleged above.

364. The untrue statements and omitted facts were material because a reasonably prudent investor deciding whether to purchase the certificate would have viewed them as important and as substantially altering the total mix of information available, as alleged above.

365. Members United purchased the certificate on the initial offering pursuant to the Offering Documents.

366. At the time Members United purchased the certificate, it did not know of the untrue statements and omissions contained in the prospectuses and/or prospectus supplements.

367. UBS's conduct as alleged above violated Section 12(a)(2).

368. Members United and the NCUA Board sustained damages as a result of Defendant UBS's violation of Section 12(a)(2).

369. Under Section 12(a)(2), the NCUA Board is entitled to rescind and recover the consideration Members United paid for the certificates, minus principal and interest received.

370. WHEREFORE, the NCUA Board requests the Court to enter judgment in its favor against Defendant UBS, awarding a rescissory measure of damages, or in the alternative compensatory damages, in an amount to be proven at trial; costs, and such other relief as the Court deems appropriate and just.

Jury Demand

Plaintiff hereby demands a trial by jury of all issues properly triable.

Dated: September 23, 2013

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