

# Exhibit 2

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS**

<b>IN RE BANK OF AMERICA HOME AFFORDABLE MODIFICATION PROGRAM (HAMP) CONTRACT LITIGATION</b>	<b>MDL NO. 2193</b>  <b><u>Centralized before the Honorable Rya W. Zobel</u></b>
<b>This Document Relates To:</b>  <b>All Actions</b>	

**DECLARATION OF SIMONE GORDON**

I, Simone Gordon, declare under penalty of perjury that the following is true and correct to the best of my knowledge:

1. I am over the age of 18, am otherwise competent to testify, and could testify if called upon to the following facts that are based on my own personal knowledge.

2. I was employed by Bank of America from July 2007 until February 2012. I was a Senior Collector of Loss Mitigation / Mortgage. Beginning in 2009 a significant portion of my job duties and my time consisted of dealing with homeowners that had applied for a loan modification as part of the Home Affordable Modification Program ("HAMP").

3. From the start of the HAMP program, Bank of America calculated the amount of the trial payment in a Trial Period Plan based on a borrower's monthly income and other factors including the borrower's debt to income ratio ("DTI") and to performed the Net Present Value ("NPV") test that HAMP required. Before issuing a Trial Period Plan, Bank of America calculated the borrower's DTI and performed the NPV test by reviewing documents such as tax returns, pay stubs, bank statements, a credit report and other financial information the borrower provided. Bank of America required people applying for a HAMP modification to document their assets and income and would not issue a trial period plan without full documentation. Throughout the time I worked there, including in 2009 and 2010, Bank of America did not issue Trial Period Plans based on oral representations or estimates regarding income, assets, or debts. All such information had to be fully documented.

4. In the course of my work, I regularly spoke to homeowners who were inquiring about the status of their HAMP loan modification. I regularly pulled up the information regarding the borrower on Bank of America computer systems such as HomeSaver and AS400. These computer systems allowed me to view terms of a Trial Period Plan including amounts of trial payments and the dates they were due, the date and amount of each payment the homeowner made to Bank of America, and the date each payment was logged as having been received. The computer systems also allowed me to view each document that had been requested from the borrower and the date the borrower had sent each document to Bank of America. If needed, I

could also view the actual document the borrower had sent electronically using Bank of America's "i-portal" computer system.

5. Beginning in 2009, I regularly spoke to people who had received HAMP Trial Period Plans, made their trial payments, and who were calling to inquire about the status of their expected permanent loan modification. Using the Bank of America computer systems I saw that hundreds of customers had made their required trial payments, sent the documents requested of them, but had not received permanent modifications. I also saw records showing that Bank of America employees had told people that documents had not been received when, in fact, the computer system showed that Bank of America had received the documents. This was consistent with the instructions my colleagues and I were given. We were told to lie to customers and claim that Bank of America had not received documents it had requested, and that it had not received trial payments (when in fact it had). We were told that admitting that the Bank received documents would "open a can of worms" since the Bank was required to underwrite the loan modification within 30 days of receiving those documents, and it did not have sufficient underwriting staff to complete the underwriting in that time.

6. My colleagues and I were supervised by "Team Leaders" who were, in turn, supervised by "Site Leaders." Site leaders regularly told us that the more we delayed the HAMP modification process, the more fees Bank of America would collect. We were regularly drilled that it was our job to maximize fees for the Bank by fostering and extending delay of the HAMP modification process by any means we could – this included by lying to customers. For example, we were instructed by our supervisors at Bank of America to delay modifications by telling homeowners who called in that their documents were "under review," when, in fact, there had been no review or any other work done on the file.

7. Bank of America Site Leaders specifically ordered my colleagues and me to hold financial documents borrowers submitted for at least thirty days. Once thirty days passed, Bank of America would consider many of these documents, such as pay stubs or bank statements to be "stale" and the homeowner would have to re-apply for a modification.

8. These and other similar instructions often came in monthly meetings that were conducted by Site Leaders and attended by 60-70 employees. At these meetings, my colleagues and I were also given performance “goals” and quotas. Employees were rewarded by meeting a quota of placing a specific number of accounts into foreclosure, including accounts in which the borrower fulfilled a HAMP Trial Period Plan. For example, a Collector who placed ten or more accounts into foreclosure in a given month received a \$500 bonus. Bank of America also gave employees gift cards to retail stores like Target or Bed Bath and Beyond as rewards for placing accounts into foreclosure.

9. Bank of America Collectors and other employees who did not meet their quotas by not placing a sufficient number of accounts into foreclosure each month were subject to termination. Several of my colleagues were terminated on that basis.

10. Bank of America monitored my colleagues and me very closely. Team Leaders and Site Leaders walked the call room floor throughout the day wearing headsets that they would use to plug in and listen into a call without warning. Employees who were caught not carrying out the delay strategies that Bank of America instructed were subject to discipline including termination. Employees who were caught admitting that Bank of America had received financial documents or that the borrower was actually entitled to a permanent loan modification were disciplined and often terminated without warning.

EXECUTED May 23 2013, at Orange, New Jersey

By   
Simone Gordon