

IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT
IN AND FOR HARDEE, HIGHLANDS, AND POLK COUNTIES, FLORIDA

ADMINISTRATIVE ORDER NUMBER 3-33.0

IN RE: HOMESTEAD RESIDENTIAL MORTGAGE FORECLOSURE MEDIATION

Whereas, on January 6, 2012, the Court suspended its managed mediation program for residential mortgage foreclosure cases as a result of the Florida Supreme Court's termination of the statewide managed mediation program. However, the timely resolution of residential mortgage foreclosure cases in the Tenth Judicial Circuit continues to be a concern; and

Whereas, Rule 2.215(b)(3), Florida Rules of Judicial Administration, authorizes the chief judge to "develop an administrative plan for the efficient and proper administration of all courts within the circuit;" and

Whereas, the Court has determined that voluntary mediation of homestead residential mortgage foreclosure actions will facilitate the laudable goals of communication and problem-solving between the parties with the emphasis on self-determination; and

Whereas, mediation of these cases will facilitate and provide a more efficient use of limited judicial and clerk resources in a court system that is already overburdened and underfunded.

NOW, THEREFORE, IT IS ORDERED:

1. ***Delivery of Notice of Homestead Residential Foreclosure Mediation with Summons.*** After the effective date of this Administrative Order, in all actions to foreclose a mortgage on residential property, the clerk of court shall attach to the summons to be served on each defendant a notice regarding homestead residential mortgage foreclosure mediation in the format of Exhibit 6 attached.
2. **Motion for Referral to Mediation.** Due to the termination of the mandatory residential mortgage foreclosure mediation program, mediations of homestead residential mortgage foreclosure cases may not be held without a court order of referral as provided in Exhibit 4 attached. Instead, either party may file a motion with the Court, within 30 days of service on the borrower of the mortgage foreclosure action, requesting that the case be referred to mediation. Nothing in this administrative order prohibits a judge from referring homestead residential mortgage foreclosure cases to mediation on a case-by-case basis without a request for a referral to mediation. See Fla. Stat. § 44.102; Fla. R. Civ. P. 1.700(a).

The Court will hold a motion for referral to mediation for 5 (five) days to allow the nonmoving party to file with the Clerk, along with a copy to the assigned judge, a response in opposition to mediation or objections to mediation. In cases in which the Court receives a response in opposition to mediation or objections to mediation, the Court

will set a hearing on the motion. If the Court receives no a response in opposition to mediation or objections to mediation, the Court will summarily enter an order granting or denying the motion.

All mediations shall be conducted in accordance with the Florida Rules of Civil Procedure and the Florida Rules for Certified and Court-Appointed Mediators.

3. **Pre-Suit Mediation.** Mortgage lenders, whether private individuals, commercial institutions, or mortgage servicing companies, are encouraged to use any form of alternative dispute resolution, including mediation, *before* filing a mortgage foreclosure lawsuit with the clerk of the court. Lenders are encouraged to enter into the mediation process with their borrowers *prior* to filing foreclosure actions with the clerk of the court to reduce the costs to the parties for maintaining the litigation and to reduce to the greatest extent possible the stress on the limited resources of the courts caused by the large numbers of such actions being filed across the state and, in particular, in the Tenth Judicial Circuit.

If the parties participated in pre-suit mediation, upon notification to the court following a request for a referral to mediation, the parties generally will not be required to participate in mediation again, unless ordered to do so by the presiding judge. Either party may indicate if pre-suit mediation occurred and what the results were.

Nothing in this section precludes the presiding judge from sending the case to mediation after suit is filed, even if pre-suit mediation resulted in an impasse or there was a breach of the pre-suit mediation agreement.

4. **The Mediators.** All referrals to mediation of homestead residential mortgage foreclosure cases will be to a Florida Supreme Court certified circuit civil mediator who has been trained in mediating residential mortgage foreclosure actions as outlined in Exhibit 5 attached. The parties shall have 15 days from entry of the order of referral to mediation to agree on a particular mediator to conduct the mediation and schedule the mediation session. If the parties are unable to agree on the use of a particular mediator, either party may file a motion with the Court, within the 15 day time period, requesting that the Court appoint a mediator. In those cases, mediators will be appointed, without a hearing, on a rotational basis from a list of approved Florida Supreme Court certified circuit civil mediators specially trained to mediate residential mortgage foreclosure actions maintained by the Chief Judge.

All mediators electing to be added to the Chief Judge's list of approved homestead residential foreclosure mediators must submit a written request to the Chief Judge certifying that they have received special training on mediating residential mortgage foreclosure actions meeting the training standards outlined in Exhibit 5.

5. **Plaintiff's Disclosure for Mediation.** No later than 30 days after entry of the order of referral to mediation, the borrower may submit a written request, in the format of Exhibit

2 attached, to plaintiff's counsel for any of the following information and documents from the plaintiff:

- i. Documentary evidence the plaintiff is the owner and holder in due course of the note and mortgage sued upon.
- ii. A history showing the application of all payments by the borrower during the life of the loan.
- iii. A statement of the plaintiff's position on the present net value of the mortgage loan.
- iv. The most current appraisal of the property available to the plaintiff.

Plaintiff's counsel is responsible for ensuring that the plaintiff's disclosure for mediation is transmitted to the borrower no later than 5 days prior to the mediation session. The means of providing the plaintiff's disclosure for mediation to the borrower shall be via a secure means of transmittal. If the disclosure is electronically transmitted, it must be sent from a secure dedicated e-mail address to a secure dedicated e-mail address. In the event that one of the parties does not have a secure dedicated e-mail address for the disclosure to be sent to, the party must use a public domain e-mail encryption program to ensure the integrity, security and confidentiality of the contents of the electronic transmission.

6. **Borrower's Disclosure for Mediation.** When a homestead residential mortgage foreclosure case has been referred by the Court for mediation, the borrower(s) (i.e., any individual named as a party in the foreclosure action who is a primary obligor on the promissory note which is secured by the mortgage being foreclosed upon), shall provide the borrower's financial disclosure for mediation to the plaintiff (i.e. the individual or entity filing to obtain a mortgage foreclosure on residential property) no later than 30 days after entry of the order of referral to mediation. The "Borrower's Financial Disclosure for Mediation" means those documents described in Exhibit 1A; 1B; and 1C (attached). The Borrower's Financial Disclosure for Mediation will depend on what option the borrower wants to pursue in trying to settle the action. The means of providing the Borrower's Financial Disclosure for Mediation to the plaintiff shall be via a secure means of transmittal. If the disclosure is electronically transmitted, it must be sent from a secure dedicated e-mail address to a secure dedicated e-mail address. In the event that one of the parties does not have a secure dedicated e-mail address for the disclosure to be sent to, the party must use a public domain e-mail encryption program to ensure the integrity, security and confidentiality of the contents of the electronic transmission.
7. **Mandatory Appearance.** When a homestead residential mortgage foreclosure case has been referred by the Court for mediation, the appearance of all parties at such mediation is mandatory. Pursuant to Rule 1.720, Florida Rules of Civil Procedure, unless stipulated by the parties, a representative for the plaintiff with full settlement authority must be physically present at the mediation along with counsel. Failure of any required person to appear at mediation may result in sanctions pursuant to Rule 1.720(b).

8. **Cost of Mediation.** The hourly mediator rate is **\$200.00** per hour with a two hour minimum. The cost of mediation shall be borne equally by the parties and must be paid for prior to the mediation session.
9. **Written Settlement Agreement; Mediation Report.** If a partial or final agreement is reached, it shall be reduced to writing and signed by the parties and their counsel, if any. Pursuant to rule 1.730(b), Florida Rules of Civil Procedure, if a partial or full settlement agreement is reached, the mediator shall report the existence of the signed or transcribed agreement to the court without comment within 10 days after completion of the mediation. If the parties do not reach an agreement as to any matter as a result of mediation, the mediator shall report the lack of an agreement to the court without comment or recommendation. In the case of an impasse, the report shall advise the court who attended the mediation. The report shall be in the format of Exhibit 3 attached.
10. **Completion.** Unless otherwise ordered by the Court upon motion by either party showing good cause, mediation must be completed within 90 days after entry of the order of referral to mediation.

DONE and ORDERED on this 11th day of April, 2012.

Wm. Bruce Smith, Chief Judge

EXHIBIT 1A

BORROWER'S FINANCIAL DISCLOSURE FOR MEDIATION
(LOAN MODIFICATION)

FORECLOSURE MEDIATION FINANCIAL WORKSHEET	
Case No.:	
_____	_____
v.	
Plaintiff's Name	First Defendant's Name

SECTION 1: PERSONAL INFORMATION			
Borrower's Name		Co-Borrower's Name	
Social Security Number	Date of Birth (mm/dd/yyyy)	Social Security Number	Date of Birth (mm/dd/yyyy)
<input type="checkbox"/> Married	<input type="checkbox"/> Civil Union/ Domestic Partner	<input type="checkbox"/> Married	<input type="checkbox"/> Civil Union/ Domestic Partner
<input type="checkbox"/> Separated	<input type="checkbox"/> Unmarried (single, divorced, widowed)	<input type="checkbox"/> Separated	<input type="checkbox"/> Unmarried (single, divorced, widowed)
Dependents (Not listed by Co-Borrower)		Dependents (Not listed by Borrower)	
Present Address (Street, City, State, Zip)		Present Address (Street, City, State, Zip)	

SECTION 2: EMPLOYMENT INFORMATION			
Employer	<input type="checkbox"/> Self Employed	Employer	<input type="checkbox"/> Self Employed
Position/Title	Date of Employment	Position/Title	Date of Employment
Second Employer		Second Employer	
Position/Title	Date of Employment	Position/Title	Date of Employment
	Borrower	Co-Borrower	Total
Gross Salary/Wages			
Net Salary/Wages			
Unemployment Income			
Child Support/Alimony			
Disability Income			
Rental Income			
Other Income			
Total (do not include Gross income)			

SECTION 3: EXPENSE AND LIABILITIES

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

SECTION 4: ASSETS

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

Reason for Delinquency/Inability to Satisfy Mortgage Obligation:

- | | | |
|--|---|---|
| <input type="checkbox"/> Reduction in income | <input type="checkbox"/> Medical issues | <input type="checkbox"/> Death of family member |
| <input type="checkbox"/> Poor budget management skills | <input type="checkbox"/> Increase in expenses | <input type="checkbox"/> Business venture failed |
| <input type="checkbox"/> Loss of Income | <input type="checkbox"/> Divorce/separation | <input type="checkbox"/> Increase in loan payment |
| <input type="checkbox"/> Other: _____ | | |

SECTION 4: ASSETS CON'T

Further Explanation:

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

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

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

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

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

Please attach the following:

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

This is an attempt to collect a debt and any information obtained will be used for that purpose.

**Making Home Affordable Program
Hardship Affidavit**



HARDSHIP AFFIDAVIT page 1

COMPLETE ALL TWO PAGES OF THIS FORM

▶ Loan I.D. Number _____ ▶ Servicer _____

BORROWER		CO-BORROWER	
Borrower's name		Co-borrower's name	
Social Security number	Date of birth	Social Security number	Date of birth

Property address (include city, state and zip):

<i>I want to:</i>	<input type="checkbox"/> Keep the Property	<input type="checkbox"/> Sell the Property
<i>The property is my:</i>	<input type="checkbox"/> Primary Residence	<input type="checkbox"/> Second Home <input type="checkbox"/> Investment Property
<i>The property is:</i>	<input type="checkbox"/> Owner Occupied	<input type="checkbox"/> Renter Occupied <input type="checkbox"/> Vacant

HARDSHIP AFFIDAVIT

I (We) am/are requesting review under the Making Home Affordable program.
I am having difficulty making my monthly payment because of financial difficulties created by (check all that apply):

- | | |
|---|--|
| <input type="checkbox"/> My household income has been reduced. For example: unemployment, underemployment, reduced pay or hours, decline in business earnings, death, disability or divorce of a borrower or co-borrower. | <input type="checkbox"/> My monthly debt payments are excessive and I am overextended with my creditors. Debt includes credit cards, home equity or other debt. |
| <input type="checkbox"/> My expenses have increased. For example: monthly mortgage payment reset, high medical or health care costs, uninsured losses, increased utilities or property taxes. | <input type="checkbox"/> My cash reserves, including all liquid assets, are insufficient to maintain my current mortgage payment and cover basic living expenses at the same time. |

Other:

Explanation (continue on back of page 2 if necessary): _____

Have you filed for bankruptcy? Yes No If yes: Chapter 7 Chapter 13 Filing Date: _____
Has your bankruptcy been discharged? Yes No Bankruptcy case number _____

INFORMATION FOR GOVERNMENT MONITORING PURPOSES

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

BORROWER <input type="checkbox"/> I do not wish to furnish this information	CO-BORROWER <input type="checkbox"/> I do not wish to furnish this information
Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino
Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White	Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White
Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male	Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male

To be completed by interviewer

This request was taken by: <input type="checkbox"/> Face-to-face interview <input type="checkbox"/> Mail <input type="checkbox"/> Telephone <input type="checkbox"/> Internet	Interviewer's Name (print or type) & ID Number	Name/Address of Interviewer's Employer
	Interviewer's Signature Date	
	Interviewer's Phone Number (include area code)	

ACKNOWLEDGEMENT AND AGREEMENT

In making this request for consideration under the Making Home Affordable Program, I certify under penalty of perjury:

1. That all of the information in this document is truthful and the event(s) identified on page 1 is/are the reason that I need to request a modification of the terms of my mortgage loan, short sale or deed-in-lieu of foreclosure.
2. I understand that the Servicer, the U.S. Department of the Treasury, or their agents may investigate the accuracy of my statements and may require me to provide supporting documentation. I also understand that knowingly submitting false information may violate Federal law.
3. I understand the Servicer will pull a current credit report on all borrowers obligated on the Note.
4. I understand that if I have intentionally defaulted on my existing mortgage, engaged in fraud or misrepresented any fact(s) in connection with this document, the Servicer may cancel any Agreement under Making Home Affordable and may pursue foreclosure on my home.
5. That: my property is owner-occupied; I intend to reside in this property for the next twelve months; I have not received a condemnation notice; and there has been no change in the ownership of the Property since I signed the documents for the mortgage that I want to modify.
6. I am willing to provide all requested documents and to respond to all Servicer questions in a timely manner.
7. I understand that the Servicer will use the information in this document to evaluate my eligibility for a loan modification or short sale or deed-in-lieu of foreclosure, but the Servicer is not obligated to offer me assistance based solely on the statements in this document.
8. I am willing to commit to credit counseling if it is determined that my financial hardship is related to excessive debt.
9. I understand that the Servicer will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. I understand and consent to the disclosure of my personal information and the terms of any Making Home Affordable Agreement by Servicer to (a) the U.S. Department of the Treasury, (b) Fannie Mae and Freddie Mac in connection with their responsibilities under the Homeowner Affordability and Stability Plan; (c) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (d) companies that perform support services in conjunction with Making Home Affordable; and (e) any HUD-certified housing counselor.

▶ _____ Borrower Signature	_____ Date
▶ _____ Co-Borrower Signature	_____ Date

HOMEOWNER'S HOTLINE

*If you have questions about this document or the modification process, please call your servicer.
 If you have questions about the program that your servicer cannot answer or need further counseling, you can call the Homeowner's HOPE™ Hotline at 1-888-995-HOPE (4673). The Hotline can help with questions about the program and offers free HUD-certified counseling services in English and Spanish.*



NOTICE TO BORROWERS

Be advised that by signing this document you understand that any documents and information you submit to your servicer in connection with the Making Home Affordable Program are under penalty of perjury. Any misstatement of material fact made in the completion of these documents including but not limited to misstatement regarding your occupancy in your home, hardship circumstances, and/or income, expenses, or assets will subject you to potential criminal investigation and prosecution for the following crimes: perjury, false statements, mail fraud, and wire fraud. The information contained in these documents is subject to examination and verification. Any potential misrepresentation will be referred to the appropriate law enforcement authority for investigation and prosecution. By signing this document you certify, represent and agree that: "Under penalty of perjury, all documents and information I have provided to Lender in connection with the Making Home Affordable Program, including the documents and information regarding my eligibility for the program, are true and correct."

If you are aware of fraud, waste, abuse, mismanagement or misrepresentations affiliated with the Troubled Asset Relief Program, please contact the SIGTARP Hotline by calling 1-877-SIG-2009 (toll-free), 202-622-4559 (fax), or www.sig tarp.gov. Mail can be sent to Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L St. NW, Washington, DC 20220.



EXPLANATION:

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

EXHIBIT 1B

BORROWER'S FINANCIAL DISCLOSURE FOR MEDIATION **(SHORT SALE)**

In addition to the FANNIE MAE HARDSHIP FORM 1021 in Exhibit 1A above, the following information must be provided in a secure format on behalf of the borrower:

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

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

EXHIBIT 1C

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

In addition to the FANNIE MAE HARDSHIP FORM 1021 in Exhibit 1A above, the following information must be provided in a secure format on behalf of the borrower:

- Current title search for the homestead residence

EXHIBIT 2

IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT
IN AND FOR _____ COUNTY, FLORIDA

Plaintiff(s),

Case No(s):

vs.

Defendant(s).

_____ /

**NOTICE OF BORROWER'S REQUEST FOR PLAINTIFF'S
DISCLOSURE FOR MEDIATION**

_____, (*printed name*), as the borrower on the mortgage sued upon in this case, hereby requests the following information and disclosure from the plaintiff pursuant to Administrative Order 3-30.0 entered in the Tenth Judicial Circuit (*mark the information and documents requested*):

- ___ Documentary evidence the plaintiff is the owner and holder in due course of the note and mortgage sued upon.
- ___ A history showing the application of all payments by the borrower during the life of the loan.
- ___ A statement of the plaintiff's position on the present net present value of the mortgage loan.
- ___ The most current appraisal of the property available to the plaintiff.

Signed on _____, 20__.

(*Signature*)

[Certificate of Service on the parties]

EXHIBIT 3

IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT
IN AND FOR _____ COUNTY, FLORIDA

Plaintiff(s),

Case No(s):

vs.

Defendant(s).

_____ /

MEDIATION REPORT

Pursuant to the Court's Order, a Mediation Conference was conducted by Florida Supreme Court Certified Circuit Court Mediator _____ on _____ (day), _____ (date).

The following were physically present at the Mediation Conference (please print clearly or type):

Plaintiff

Plaintiff's Attorney

Defendant

Defendant's Attorney

Others physically present: _____

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

_____ The parties reached an agreement. PARTIAL FULL

The agreement was reduced to writing and signed by the parties
 transcribed

_____ There was no agreement.

_____ The mediation was ADJOURNED to _____ (Day, Date and Time)

Mediator Signature: _____

[Certificate of Service]

EXHIBIT 4

IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT
IN AND FOR _____ COUNTY, FLORIDA

Plaintiff(s),

Case No(s):

vs.

Defendant(s).

_____ /

ORDER OF REFERRAL TO MEDIATION
AND
ORDER SETTING CASE MANAGEMENT CONFERENCE

This matter came before the Court on a motion for referral to mediation filed pursuant to Administrative Order No. _____. The Court, having reviewed the motion and court file, and being fully advised in the premises, hereby

ORDERS and ADJUDGES that:

1. The above-styled action is REFERRED to mediation pursuant to Administrative Order No. 3-33.0.
2. The parties are DIRECTED to mediate this matter before a Florida Supreme Court certified circuit civil mediator who has been trained in mediating residential mortgage foreclosure actions. In the event that the parties are unable to agree on a mediator, either party may file a motion with the Court requesting the Court to appoint a mediator pursuant to the procedure outlined in Administrative Order No. 3-33.0.
3. Cost of Mediation: The hourly mediator rate is **\$200.00** per hour with a two hour minimum. The cost of mediation shall be borne equally by the parties and must be paid for prior to the scheduled mediation.
4. The borrower must submit the Borrower's Financial Disclosure for Mediation to the plaintiff no later than 30 days after entry of this order. See attached Exhibit 1.
5. Any request by the borrower for plaintiff's disclosure must be requested in writing, in the format of Exhibit 2 (attached), no later than 30 days after entry of this order. If requested by the borrower, the plaintiff's disclosure must be transmitted no later than 5 days prior to the scheduled mediation.

6. The plaintiff and borrower are to cooperate and must attend the scheduled mediation. Failure of any required person to attend the scheduled mediation may result in sanctions. See Fla. R. Civ. P. 1.720.
7. **CASE MANAGEMENT CONFERENCE:** Pursuant to Rule 1.200, Florida Rules of Civil Procedure, a **CASE MANAGEMENT CONFERENCE**, in the above-styled action will be held on the _____ day of _____, 20____, at _____AM/PM, before the Honorable _____, in Hearing Room _____, at the Polk County Courthouse, 255 North Broadway, Bartow, Florida. Parties and their counsel, if any, must attend.

WARNING: If a party fails to attend in person or by counsel, the Court may dismiss the case, strike the party's pleadings, or take any other action the Court deems appropriate.

PLEASE GOVERN YOURSELF ACCORDINGLY.

DONE and ORDERED on this _____ day of _____.

CIRCUIT JUDGE

Copies:

In you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Office of the Court Administrator, 255 N. Broadway Avenue, Bartow, Florida 33830, (863) 534-4686, at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

EXHIBIT 5

RESIDENTIAL MORTGAGE FORECLOSURE TRAINING STANDARDS

Introduction

Achieving an informed and committed workforce of Residential Mortgage Foreclosure Mediators requires not only a grasp of the obvious mediation skills, but an extension of those skills into practical and substantive knowledge areas including, but not limited to, mortgage loan products, securities, loan servicers, court processes, and resolution options. A training model which includes both a preliminary online modular dissemination of information followed by live classroom training will provide this knowledge. Participants' completion of online training modules prior to a one-day live class will facilitate better discussion and greater comprehension. Post training access to online practice resources can improve, develop statewide practice and provide real time content updates.

Development of this training model is not only feasible, but also can be developed in a timely way. We recommend that each training provider maintain a needs-based approach to training, reflect on and respond to the participants' needs, and clearly state a training rationale that will serve as a methodological and ethical touchstone. It is our hope that this outline for Residential Mortgage Foreclosure Mediation Training Objectives and Standards will lead to quality mortgage foreclosure mediation training and practice throughout the State of Florida.

1. Mortgage Foreclosure Mediation Training Goals

At the conclusion of the training, the participants shall be able to:

- Recognize Basic Legal Concepts in Mortgage Foreclosure Mediation
- Identify Negotiation Dynamics in Mortgage Foreclosure Mediation
- Identify Mediation Process and Techniques in Mortgage Foreclosure Mediation
- Recognize Financial Issues in Mortgage Foreclosure Mediation
- Identify Communication Skills in Mortgage Foreclosure Mediation
- Recognize Ethical Issues in Mortgage Foreclosure Mediation

2. Learning Objectives

- a. Basic Legal Concepts in Mortgage Foreclosure Mediation
 - 1) Recognize basic legal concepts in mortgage foreclosures.

- 2) Explain the process of, and timelines in, mortgage foreclosure and in the mortgage foreclosure mediation process.
- 3) Identify the state rules, state and federal statutes, servicing guidelines, and local procedures and forms governing mortgage foreclosure mediation.
- 4) Identify the protections, constraints, and exceptions of the Florida Confidentiality and Privilege Act in the context of Mortgage Foreclosure Mediation.

b. Negotiation Dynamics in Mortgage Foreclosure Mediation

- 1) Recognize the issues of settlement authority as they relate to the stakeholders in Mortgage Foreclosure Mediation.
- 2) Recognize the impact of physical, telephonic, videoconference, on line or other electronic means of appearance at the mediation conference on the negotiation.
- 3) Recognize the role(s) of the following in the Mortgage Foreclosure Mediation process:
 - i. lender
 - ii. loan servicer
 - iii. investor
 - iv. mortgage broker
 - v. mortgage pool
 - vi. second mortgagee
 - vii. condominium association
 - viii. homeowners' association
 - ix. lien holders (i.e., municipal, mechanics lien)
 - x. MERS
 - xi. appraiser
- 4) Recognize techniques for assessing risks and incentives in a mortgage foreclosure case.
- 5) Recognize concept of "good faith" and distinguish it from state court appearance requirements.
- 6) Recognize basic mortgage nomenclature and sources, types and structure of mortgages.
- 7) Identify options for resolution such as:
 - i. modification of mortgage terms

- ii. partial loan forgiveness
- iii. placement of delinquent payments at the end of the loan term
- iv. short sale
- v. deed in lieu of foreclosure
- vi. waiver of deficiency judgment
- vii. stipulation to modify (i.e., if mortgagor makes X number of payments, then the loan will be modified)
- viii. principal set aside
- ix. repayment plan
- x. loan reinstatement
- xi. “right to rent” (i.e., the bank owns the property and rents it to the former borrower at the market rental rate)

c. Mediation Process and Techniques in Mortgage Foreclosure Mediation

- 1) Identify procedural elements which should be addressed prior to the parties’ entry into the mediation room including telephonic and other electronic equipment.
- 2) Identify information which needs to be exchanged prior to mediation (i.e., Pooling and Servicing Agreement; life of loan history; mortgagee current financial disclosure; different loss mitigation, loan modification and other resolution options).
- 3) Identify issues which are appropriate for mortgage foreclosure mediation and those that are not appropriate.
- 4) Identify individuals who are essential participants in mortgage foreclosure mediation as well as those who are entitled to be present and those who are not required to participate but whose participation may be helpful in mediation.
- 5) Describe techniques for mediating when all parties are self-represented, some parties are self-represented, or all parties are presented by counsel.
- 6) Identify appropriate techniques for handling a situation where a representative appearing for a party does not have full authority to settle.
- 7) Discuss the dynamics of mediating when one or more parties, participants, or representatives frequently participate in mediation.
- 8) Discuss how emotions affect mortgage foreclosure issues and a party’s ability to effectively mediate.
- 9) Identify the role and procedures of the Program Manager

- d. Financial Issues in Mortgage Foreclosure Mediation
 - 1) Understand the Net Present Value Model of the Making Home Affordable Program.
 - 2) Understand debt-to-income ratios and guidelines and potentials for re-defaults.
 - 3) Identify Fannie Mae, Freddie Mac, FHA, VA, and other loan servicer and investor issues and options.
- e. Communication Skills in Mortgage Foreclosure Mediation
 - 1) Identify appropriate questions to assist the parties see their own and the other party's issues.
 - 2) Identify resources for foreign language interpreters and when and how to use them.
- f. Ethical Issues in Mortgage Foreclosure Mediation
 - 1) Recognize power imbalances and when a mediator shall advise the parties of the right to seek independent legal counsel.
 - 2) Understand that a mediator shall not offer a personal or professional opinion intended to coerce the parties, unduly influence the parties, decide the dispute, direct a resolution of any issue or indicate how the court in which the case has been filed will resolve the dispute.
 - 3) Memorializing the parties' agreement.

3. Training Parameters

- a. Training Provider
 - 1) Training may be provided by the Program Manager(s) OR by independent training providers.
- b. Funding
 - 1) Fees would be paid by mediators to training provider(s) and may include entire training process.
- c. Structure

- 1) A series of self – study web based modules corresponding to the six categories of learning objectives outlined in these recommendations – each followed by an online quiz; completed at participant’s own pace.
- 2) Final online test for pass code entry to live class.
- 3) Live classroom training.

EXHIBIT 6

IN THE CIRCUIT COURT FOR THE TENTH JUDICIAL CIRCUIT
IN AND FOR HARDEE, HIGHLANDS, AND POLK COUNTIES, FLORIDA

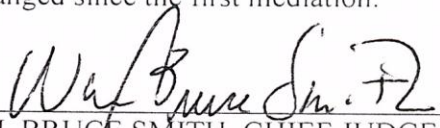
**A NOTICE FROM THE COURT REGARDING
LAWSUITS TO FORECLOSE MORTGAGES ON HOMES**

If you are being sued to foreclose the mortgage on your home and your home has a homestead exemption and if you are the person who borrowed the money for the mortgage, you have a right to go to “mediation.” At “mediation,” you will meet with a Florida Supreme Court certified mediator appointed by the court and also a representative of the company asking to foreclose your mortgage to see if you and the company suing you can work out an agreement to stop the foreclosure. **The mediator will not be allowed to give you legal advice or to give you an opinion about the lawsuit.** The mediator’s job is to remain neutral and not take sides, but to give both sides a chance to talk to each other to see if an agreement can be reached to stop the foreclosure. If you and the company suing you come to an agreement, a settlement agreement will be written up and signed by you and the company suing you. With some limited exceptions, what each side says at the mediation is confidential and the judge will not know what was said at mediation.

AS STATED IN THE SUMMONS SERVED ON YOU, YOU OR YOUR LAWYER MUST FILE WITH THE COURT A WRITTEN RESPONSE TO THE COMPLAINT TO FORECLOSE THE MORTGAGE WITHIN 20 DAYS AFTER YOU WERE SERVED. YOU OR YOUR LAWYER MUST ALSO SEND A COPY OF YOUR WRITTEN RESPONSE TO THE PLAINTIFF’S ATTORNEY. YOU MUST TIMELY FILE A WRITTEN RESPONSE TO THE COMPLAINT EVEN IF YOU DECIDE TO REQUEST THAT YOUR CASE BE REFERRED TO MEDIATION. THE WRITTEN RESPONSE TO THE COMPLAINT MAY BE FILED SIMULTANEOUSLY WITH THE REQUEST FOR MEDIATION, BUT NO LATER THAN 20 DAYS FROM THE DATE OF SERVICE.

To request that your case be referred to mediation, you must file a motion for referral within 30 days of service of the complaint on you. Your motion for referral must be filed with the Clerk of the Court and a copy must be sent to the judge assigned to your case and all parties to the action. Once referred to mediation, you must provide financial information to the company suing you. You may also request certain information from the company suing you before going to mediation. *For more information, please see Administrative Order No. 3-33.0.*

If you have attended mediation prior to being served with this lawsuit, and if mediation did not result in a settlement, you may file a motion asking the court to send the case to mediation again if your financial circumstances have changed since the first mediation.



WM. BRUCE SMITH, CHIEF JUDGE