

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re	:	Chapter 11
	:	
DITECH HOLDING CORPORATION, et al.,	:	Case No. 19-10412 (JLG)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	Related Docket Nos.
-----	X	3461, 3632, 3716

STIPULATION RESOLVING PROOF OF CLAIM NO. 23139

This stipulation (the “**Stipulation**”) is made and entered into between the Consumer Claims Trustee,² and Ronald J. Zimmerman, Sr., by and through his attorney of record, Brian E. Adorno, (the “**Claimant**” and “**Counsel**”, together with the Consumer Claims Trustee, the “**Parties**”). The Stipulation resolves the objection to Proof of Claim No. 23139 by allowing the claim as indicated below.

1. On February 11, 2019, Ditech Holding Corporation (f/k/a Walter Investment Management Corp.) and certain of its affiliates (collectively, the “**Debtor**”) each commenced with this Court a voluntary case under chapter 11 of title 11 of the United States Code.

¹ On September 26, 2019, the Court confirmed the *Third Amended Joint Chapter 11 Plan of Ditech Holding Corporation and Its Affiliated Debtors* (ECF No. 1404) (the “**Third Amended Plan**”), which created the Wind Down Estates. The Wind Down Estates, along with the last four digits of their federal tax identification number, as applicable, are Ditech Holding Corporation (0486); DF Insurance Agency LLC (6918); Ditech Financial LLC (5868); Green Tree Credit LLC (5864); Green Tree Credit Solutions LLC (1565); Green Tree Insurance Agency of Nevada, Inc. (7331); Green Tree Investment Holdings III LLC (1008); Green Tree Servicing Corp. (3552); Marix Servicing LLC (6101); Walter Management Holding Company LLC (9818); and Walter Reverse Acquisition LLC (8837). The Wind Down Estates’ principal offices are located at 2600 South Shore Blvd., Suite 300, League City, TX 77573.

² The Consumer Representative under the Third Amended Plan acts as the Consumer Claims Trustee on behalf of the Ditech Holding Corporation Consumer Creditor Recovery Trust (the “**Consumer Trust**”), established pursuant to the Third Amended Plan in the above-captioned bankruptcy cases.

2. On September 26, 2019, the Court confirmed the Debtors' Third Amended Plan. Under the Third Amended Plan, (i) the Plan Administrator, on behalf of each of the Wind Down Estates, has exclusive authority to object to all Administrative Expense Claims, Priority Tax Claims, Priority Non-Tax Claims, and Other Secured Claims; (ii) the GUC Recovery Trustee, on behalf of the GUC Recovery Trust, has the exclusive authority to object to all General Unsecured Claims; and (iii) the Consumer Claims Trustee has the exclusive authority to object to all Consumer Creditor Claims.

3. Claimant filed Proof of Claim No. 23139 asserting an unsecured claim in the amount of \$28,265.00 on May 31, 2019.

4. On June 18, 2021, the Consumer Claims Trustee filed the *Forty-Sixth Omnibus Claims Objection to Proofs of Claim (Insufficient Legal Basis Unsecured Consumer Creditor Claims)* (ECF No. 3461) (the "**Objection**"), which included an objection to Proof of Claim No. 23139.

5. The Parties have negotiated a settlement with respect to Proof of Claim No. 23139.

6. The Consumer Claims Trustee has determined that entering into this Stipulation is in the best interests of the Wind Down Estates, the Consumer Trust, the Consumer Trust's constituents, the Debtors, and other interested parties.

7. The Parties stipulate and agree that Proof of Claim No. 23139: (a) shall be reduced and allowed in the amount of \$1,750.00 as a Class 6 Consumer Creditor Claim and (b) is not a 363(o) Claim (as defined in the Third Amended Plan).

8. Claimant understands that claim distributions will be paid in the order specified by the Third Amended Plan and that any actual amount received may be on a pro rata basis.

9. The money damages awarded to Claimant represent the actual amount in dispute and are designated as a legal, compensatory remedy for monetary loss to the Claimant.

10. The terms of this Stipulation shall be deemed to fully resolve any and all claims (as defined in section 101(5) of the Bankruptcy Code) that the Claimant asserts or may have against the Debtors, their estates, and the Consumer Trust.

11. The Parties agree to take any and all actions necessary to comply with the terms of this agreement.

12. This Stipulation constitutes the entire agreement between the Parties regarding the matters addressed herein. The Stipulation supersedes all prior and current discussions, negotiations, understandings and agreements, whether oral or written, express or implied, between the Parties.

13. This Stipulation may only be modified by written agreement of both Parties or pursuant to an order of the Bankruptcy Court.

14. The Bankruptcy Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Stipulation.

[Signature page follows]

Dated: August 23, 2021
New York, New York

CONSENTING PARTY

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Attorney for Ronald J. Zimmerman, Sr.

SO ORDERED:

Dated: October 22, 2021
New York, New York

s/ James L. Garrity, Jr.
THE HONORABLE JAMES L. GARRITY, JR.
UNITED STATES BANKRUPTCY JUDGE