



**Exhibit 1** (the “**Settlement Agreement**”), (ii) authorizing to take actions to consummate the Settlement Agreement, (iii) authorizing to perform obligations under the Settlement Agreement, and (iv) granting related relief, all as more fully set forth in the Motion; and the Court having jurisdiction to decide the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b), and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the relief sought in the Motion having been provided, and such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and counsel for the Plan Administrator having filed a certificate of no objection; and upon all of the proceedings had before the Bankruptcy Court; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the compromise and settlement reflected in the Settlement Agreement is in the best interests of the Wind Down Estates, its estate, its creditors, and all parties in interest; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT**

1. The relief requested in the Motion is granted in its entirety.
2. Pursuant to Bankruptcy Rule 9019(a), the Settlement Agreement is approved.
3. Remaining Unclaimed Borrower Funds.
  - a) As soon as reasonably and administratively practical after the entry of this Order, the Plan Administrator, on behalf of the Wind Down Estates, will turn over the applicable portion of the Remaining Unclaimed

Borrower Funds owed to Borrowers whose last known address of residence was in one of the States to the applicable State Agency to hold and administer in accordance with that State's unclaimed property laws and regulations (the "**Initial Distribution**"). Any Participating State Agency may request that the Initial Distribution of the Remaining Unclaimed Borrower Funds with respect to its State be delayed until the Subsequent Distribution (as defined in Section 2(c) of the Settlement Agreement).

b) On the date of the Initial Distribution to each State Agency, such State Agency shall receive from the Wind Down Estates the applicable information in NAUPA standard electronic file format (to the extent applicable to the State Agency) setting forth, *inter alia*, the associated name, last known addresses, tax ID number, account number and other identifying information relevant to the identity of the Borrowers whose Remaining Unclaimed Borrower Funds were transmitted to the State Agency on behalf of such Borrowers in that State, and the dollar amount owed to each of the Borrowers in that State (the "**NAUPA Form**"), notwithstanding any State rules or regulations related to the annual, semi-annual or other prescribed filing dates for such forms. The last known address shall be deemed to be the address of record known by the Wind Down Estates without any modification or updating based on actions taken by the Wind Down Estates in furtherance of the Unclaimed Borrower Funds Order.<sup>3</sup> Additionally, the NAUPA file format and any other applicable filing information submitted shall reflect the date on which the Remaining Unclaimed Borrower Funds became payable as the date of entry of this Order. Subject to completing NAUPA Forms (to the extent applicable) as set forth in Section 2(b) and Section 2(c) of the Settlement Agreement, the Wind Down Estates shall be deemed to have complied with

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<sup>3</sup> If the address of a mortgaged property is within the United States but the address of record is an address outside of the United States, the Remaining Unclaimed Borrower Funds shall be distributed to the applicable State Agency in the State in which the mortgaged property is located, to hold and administer in accordance with that State's unclaimed property laws and regulations.

any notice, mailing, due date, filing due dates or other NAUPA or other format requirements of each State and shall not be required to provide any other information or any certifications related to the NAUPA Form or any similar State rules or regulations shall be expressly limited by the terms of the Settlement Agreement. In the event of any conflict between any State filing requirements and the Settlement Agreement and this Order, the Settlement Agreement and this Order shall govern for all purposes.

c) To the extent the applicable checks relating to the Remaining Unclaimed Borrower Funds (Checks Outstanding) are not cashed within one-hundred and twenty (120) days of the date of issuance of the applicable checks in accordance with the procedures provided in the Unclaimed Borrower Funds Order, the Plan Administrator, on behalf of the Wind Down Estates, will arrange one subsequent distribution (the “**Subsequent Distribution**”) of any such funds to each State Agency after the expiration of the 120-day period of all checks for borrowers whose last known address is in that State, along with the applicable NAUPA Forms (to the extent applicable) relating to the Subsequent Distribution notwithstanding any State rules or regulations related to the annual, semi-annual or other prescribed filing dates or other requirements for such forms. The last known address shall be deemed to be the address of record known by the Wind Down Estates without any modification or update based on actions taken by the Wind Down Estates in furtherance of the Unclaimed Borrower Funds Order.<sup>4</sup> Additionally, the NAUPA Form and any other State filing information submitted shall reflect the date on which the Remaining Unclaimed Borrower Funds became payable as the date of entry of this Order. Any State may request the same information for the Borrowers whose monies are included within the Remaining Commingled Unclaimed

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<sup>4</sup> If the address of a mortgaged property is within the United States but the address of record is an address outside of the United States, the Remaining Unclaimed Borrower Funds shall be distributed to the applicable State Agency in the State in which the mortgaged property is located, to hold and administer in accordance with that State’s unclaimed property laws and regulations.

Borrower Funds, provided such data is provided for information only and will not be filed in the NAUPA Form or other applicable filing.

d) If any State Agency fails to accept the Initial Distribution or Subsequent Distribution, such Initial Distribution or Subsequent Distribution shall be deposited into a segregated account maintained by the Wind Down Estates (the “**Segregated Account**”), which may be transferred to the State Agency by the Plan Administrator without further notice or other Bankruptcy Court approval. The Wind Down Estates shall otherwise seek further relief from the Bankruptcy Court with regards to Unclaimed Borrower Funds that remain in the Segregated Account; provided that such funds held in the Segregated Account shall not become property of the Wind Down Estates.

e) Except as agreed to in the Settlement Agreement, the Plan Administrator and the Wind Down Estates shall have no further obligation to complete or file any reports, pay any further money or other consideration, or provide any other information or assistance to the State Agencies relating to the Unclaimed Borrower Funds.

f) Each State Agency shall be obligated to return any Remaining Unclaimed Borrower Funds received by such State Agency to Borrowers in accordance with each State’s laws to be administered in accordance with each State’s unclaimed property programs. Each State Agency shall hold the Wind Down Estates and the Plan Administrator harmless against any Claims by Borrowers for the Remaining Unclaimed Borrower Funds to the maximum extent permitted under each State’s applicable laws.

4. Remaining Commingled Unclaimed Borrower Funds. The Remaining Commingled Unclaimed Borrower Funds will be retained by the Wind Down Estates and may be distributed to creditors in accordance with the Plan. The State Agencies waive any Claims and shall not institute any Actions related to the Remaining Commingled Unclaimed Borrower Funds.

For the avoidance of doubt, no portion of the Remaining Commingled Unclaimed Borrower Funds will be turned over to the State Agencies as part of the Initial Distribution, Subsequent Distribution or any other distributions or adjustments pursuant to the Settlement Agreement.

5. Release of Plan Administrator and Wind Down Estates. In consideration of the promises and agreements set forth in the Settlement Agreement, each Participating State Agency shall be deemed generally, conclusively, absolutely, unconditionally, and irrevocably to release, discharge and acquit the Plan Administrator and the Wind Down Estates, and each of their respective employees, representatives, affiliates, officers, directors, advisors and attorneys from any and all Released Claims (including, for the avoidance of doubt, Released Claims relating to the Remaining Commingled Unclaimed Borrower Funds) that are within the jurisdiction of, and can be pursued or asserted by, such Participating State Agency. This release shall be effective upon the final distribution of the applicable Remaining Unclaimed Borrower Funds to such Participating State Agency, or the date on which such Remaining Unclaimed Borrower Funds are deposited into the Segregated Account. For purposes of this Section 3, “final distribution” means either (a) the Initial Distribution for those States that do not receive a Subsequent Distribution or (b) for all other States, the Subsequent Distribution.

6. Release of State Agencies. In consideration of the promises and agreements set forth in the Settlement Agreement, the Plan Administrator and the Wind Down Estates shall be deemed generally, conclusively, absolutely, unconditionally, and irrevocably to release, discharge and acquit each State Agency that does not object to the Motion from any and all Released Claims (including, for the avoidance of doubt, Released Claims relating to the Remaining Commingled Unclaimed Borrower Funds). This release shall be effective upon the Initial Distribution of the

applicable Remaining Unclaimed Borrower Funds to such State Agency or the date on which such Remaining Unclaimed Borrower Funds are deposited into the Segregated Account.

7. Exculpation of Plan Administrator and Wind Down Estates. To the maximum extent permitted by applicable law, the Plan Administrator and the Wind Down Estates, and each of their respective employees, representatives, affiliates, officers, directors, advisors and attorneys, are hereby exculpated from all manners of Actions existing as of the Execution Date that can be asserted by the Participating State Agencies, Other States, or Other State Agencies in connection with or arising out of the administration of the Unclaimed Borrower Funds in accordance with the Unclaimed Borrower Funds Order and in connection with the entry into, execution of, and performance of the Settlement Agreement. For the avoidance of doubt, the exculpation included in Section 5 of the Settlement Agreement shall be in addition to, and not in limitation of, the exculpation provided in Section 10.7 of the Plan and all other releases, indemnities, exculpations and any other applicable laws or rules protecting the Plan Administrator and the Wind Down Estates from liability.

8. Other State Agencies. Notice of the Motion and the Settlement Agreement was properly provided to each Other State Agency. Each Other State Agency that received proper notice of the Motion and the Settlement Agreement and did not file a timely objection to the Motion will be (a) entitled to receive the Remaining Unclaimed Borrower Funds allocable to such Other State Agency (but not the Remaining Commingled Unclaimed Borrower Funds applicable to such Other State Agency), and (b) deemed to have generally, conclusively, absolutely, unconditionally, and irrevocably released, discharged and acquitted the Plan Administrator and the Wind Down Estates, and each of their respective employees, representatives, affiliates, officers, directors, advisors and attorneys, from any and all Released Claims that are within the jurisdiction

of, and can be pursued or asserted by, the Other State Agency, effective upon the distribution to the Other State Agency of the applicable Remaining Unclaimed Borrower Funds regardless of whether such Remaining Unclaimed Borrower Funds are accepted or deposited into the Segregated Account. Subject to completing the NAUPA Form in accordance with Sections 2(b) and 2(c) of the Settlement Agreement, the Wind Down Estates shall not be required to provide any other information or any certifications related to the NAUPA Form or any similar state or jurisdiction rules or regulations for such Other State.

9. The Plan Administrator, on behalf of the Wind Down Estates, is authorized and empowered to take such steps and perform such acts as may be necessary to implement, effectuate and perform under the Settlement Agreement in accordance with this Order.

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

Dated June 8, 2022  
New York, New York

/s/ James L. Garrity, Jr.

THE HONORABLE JAMES L. GARRITY, JR.  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit 1**

**Settlement Agreement**

## SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into as of the Execution Date (as defined herein) by and among Ditech Holding Corporation, DF Insurance Agency LLC, Ditech Financial LLC, Green Tree Credit LLC, Green Tree Credit Solutions LLC, Green Tree Insurance Agency of Nevada, Inc., Green Tree Investment Holdings III LLC, Green Tree Servicing Corp., Marix Servicing LLC, Walter Management Holding Company LLC, Walter Reverse Acquisition LLC (collectively, the “Wind Down Estates”), acting through the Plan Administrator (as defined herein), and each of the agencies and/or governmental units with jurisdiction under applicable state laws over the return of Unclaimed Borrower Funds (as defined herein) within the states listed on Exhibit A attached hereto (collectively, the “Participating State Agencies”) (each of the foregoing a “Party” and collectively, the “Parties”).

### RECITALS

WHEREAS, on February 11, 2019 (the “Commencement Date”), Ditech Holding Corporation (f/k/a Walter Investment Management Corp.) and certain of its affiliates (collectively, the “Debtors”) each commenced with the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) a voluntary case under chapter 11 of title 11 of the United States Code.

WHEREAS, on September 26, 2019, the Bankruptcy Court entered the *Order Confirming Third Amended Joint Chapter 11 Plan of Ditech Holding Corporation and Its Affiliated Debtors* (Case No. 19-10412 (JLG), Docket No. 1404) (the “Confirmation Order”) and confirmed the *Third Amended Joint Chapter 11 Plan of Ditech Holding Corporation and Its Affiliated Debtors* (Case No. 19-10412 (JLG), Docket No. 1326) (the “Plan”), which created the Wind Down Estates.

WHEREAS, the effective date of the Plan occurred on September 30, 2019 (the “Plan Effective Date”).

WHEREAS, on January 12, 2021, the Bankruptcy Court entered the *Order Granting Motion of Plan Administrator for Entry of Order in Aid of Execution of Third Amended Joint Chapter 11 Plan of Ditech Holding Corporation and Its Affiliated Debtors (I) Authorizing Plan Administrator to Return Unclaimed Borrower Funds to Ascertained Borrowers, if Any, (II) Establishing Procedures for Remaining Borrowers to Submit Requests for Return of Unclaimed Borrower Funds, (III) Establishing Special Deadline After Which Wind Down Estates Will Cease Efforts to Locate Borrowers and to Return Unclaimed Borrower Funds, and (IV) Granting Related Relief* (Case No. 19-10412 (JLG), Docket No. 3159) (the “Unclaimed Borrower Funds Order”), which established certain rules and procedures for the return of Unclaimed Borrower Funds (as defined therein) to Borrowers.

WHEREAS, on August 9, 2021, the Bankruptcy Court entered the *Order in Aid of Execution of Third Amended Joint Chapter 11 Plan of Ditech Holding Corporation and its Affiliated Debtors (I) Extending Unclaimed Borrower Funds Deadline and (II) Granting Related Relief* (Case No. 19-10412 (JLG), Docket No. 3602), which extended the deadline for the Wind Down Estates to return Unclaimed Borrower Funds to Borrowers through and including

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January 7, 2022.

WHEREAS, on September 27, 2021, the Court entered the *Agreed Order Regarding Voluntary and Non-Binding Mediation to Resolve Disputes with Respect to Administration of Remaining Unclaimed Borrower Funds* (Case No. 19-10412 (JLG), Docket No. 3708) (the “Agreed Mediation Order”) regarding voluntary and non-binding mediation (the “Mediation”) to be conducted by Judge Joseph J. Farnan, Jr. (retired) (the “Mediator”) to resolve disputes between the Parties with respect to the administration of any Unclaimed Borrower Funds (as defined in the Unclaimed Borrower Funds Order) that are not cashed by a Borrower in accordance with the procedures approved in the Unclaimed Borrower Funds Order.

WHEREAS, on December 22, 2021, the Bankruptcy Court entered the *Order in Aid of Execution of Third Amended Joint Chapter 11 Plan of Ditech Holding Corporation and its Affiliated Debtors (I) Authorizing Second Extension of Unclaimed Borrower Funds Deadline and (II) Granting Related Relief* (Case No. 19-10412 (JLG), Docket No. 3830), which further extended the deadline to return Unclaimed Borrower Funds to Borrowers through and including July 6, 2022.

WHEREAS, the Parties wish to resolve all disputes between the Parties with respect to the administration of any Remaining Unclaimed Borrower Funds (as defined herein) with the help of the Mediator.

NOW, THEREFORE, in consideration of the recitals set forth above and promises made herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

Section 1. Defined Terms. In this Settlement Agreement, the following terms shall have the following respective meanings.

“Actions” means all Claims, objections to Claims, Causes of Action, avoidance actions, judgments, executions, setoff challenges, debts, demands, obligations, rights, suits, damages, actions, interests, fees, penalties, taxes, remedies, costs, expenses, and liabilities, whether asserted or un-asserted, whether known or unknown, whether foreseen or unforeseen, whether suspected or unsuspected, whether liquidated or unliquidated, whether contingent or fixed, whether accrued or un-accrued, whether arising under state law or federal law, whether currently existing or hereafter arising in law, contract, equity or otherwise, including, without limitation, all Claims for pre-petition, post-petition, post-confirmation, prejudgment, and post-judgment interest and/or penalties, and all appeal rights.

“Approval Order” means an order of the Bankruptcy Court, in form reasonably acceptable to the Parties, approving the terms of this Settlement Agreement pursuant to Bankruptcy Rule 9019, including, among other things, the releases granted herein.

“Bankruptcy Code” means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as

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now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

“Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of New York.

“Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure.

“Borrower” means any individual, as of the Commencement Date, whose mortgage loan or reverse mortgage was originated, serviced, sold, consolidated, or owned by any of the Debtors.

“Causes of Action” means any action, claim, cross-claim, third-party claim, cause of action, controversy, demand, right, lien, indemnity, guaranty, suit, obligation, liability, loss, debt, damage, judgment, account, defense, remedies, offset, power, privilege, license and franchise of any kind or character whatsoever, known, unknown, foreseen or unforeseen, existing or hereafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Commencement Date, in contract or in tort, in law or in equity or pursuant to any other theory of law (including, without limitation, under any state or federal securities laws). Causes of Action also include: (a) any right of setoff, counterclaim or recoupment and any claim for breach of contract or breach of duties imposed by law or in equity; (b) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code; (c) any claim or defense, including fraud, mistake, duress, and usury, and any defenses set forth in section 558 of the Bankruptcy Code; and (d) any state law fraudulent transfer claim.

“Chapter 11 Cases” means the cases under chapter 11 of the Bankruptcy Code commenced by Ditech Holding Corporation (f/k/a Walter Investment Management Corp.) and certain of its affiliates by filing voluntary petitions for relief in the Bankruptcy Court, and thereafter jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015(b) as Case No. 19-10412 (JLG).

“Claim” has the definition set forth in section 101(5) of the Bankruptcy Code.

“Commencement Date” has the definition set forth in the recitals above.

“Confirmation Order” has the definition set forth in the recitals above.

“Debtor” or “Debtors” means Ditech Holding Corporation, DF Insurance Agency LLC, Ditech Financial LLC, Green Tree Credit LLC, Green Tree Credit Solutions LLC, Green Tree Insurance Agency of Nevada, Inc., Green Tree Investment Holdings III LLC, Green Tree Servicing Corp., Marix Servicing LLC, Mortgage Asset Systems, LLC, REO Management Solutions, LLC, Reverse Mortgage Solutions, Inc., Walter Management Holding Company LLC, and Walter Reverse Acquisition LLC.

“Execution Date” means the date on which this Settlement Agreement has been executed

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by the Wind Down Estates.

“Other States” means, collectively, the states in which the Other State Agencies (as defined herein) have jurisdiction under applicable state laws over Unclaimed Borrower Funds.<sup>1</sup>

“Other State Agency” means a state agency with jurisdiction under applicable laws over Unclaimed Borrower Funds that is not a Participating State Agency and for which the Wind Down Estates hold, as of the Settlement Effective Date, Remaining Unclaimed Borrower Funds, or Remaining Commingled Unclaimed Borrower Funds (as defined herein).

“Participating States” means, collectively, the states in which the Participating State Agencies have exclusive jurisdiction under applicable state laws over Unclaimed Borrower Funds, including any interest, penalties or amounts that may be due thereon.

“Participating State Agency” has the definition set forth in the preamble above.

“Party” has the definition set forth in the preamble above.

“Plan” has the definition set forth in the recitals above.

“Plan Administrator” has the definition set forth in the Plan.

“Plan Effective Date” has the definition set forth in the recitals above.

“Released Claims” means all manners of Actions existing as of the Settlement Effective Date for, relating to, in connection with, or arising from Unclaimed Borrower Funds, of every kind, nature, and character whatsoever, including interest, penalties, or other amounts due thereon, whether in law or in equity, whether based on contract (including, without limitation, quasi-contract or estoppel), statute, regulation, tort (including, without limitation, intentional torts, fraud, misrepresentation, defamation, breaches of alleged fiduciary duty, recklessness, gross negligence, or negligence) or otherwise, whether arising before or after the Commencement Date, whether accrued or unaccrued, whether known or unknown, whether certain or contingent, whether matured or unmatured and/or whether liquidated or unliquidated. For the avoidance of doubt, and subject to the immediately preceding proviso, the term “Released Claims” includes all Actions existing as of the Settlement Effective Date for, relating to, or arising from the Unclaimed Borrower Funds, including interest, penalties, or other amounts due thereon, whether arising before or after the Plan Effective Date, including any Actions relating to or arising from the return of the Unclaimed Borrower Funds, including in accordance with the Unclaimed Borrower Funds Order.

“Remaining Unclaimed Borrower Funds” means any Unclaimed Borrower Funds that have not been cashed by a Borrower on or before the Settlement Effective Date in accordance with the procedures approved in the Unclaimed Borrower Funds Order, except for any

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<sup>1</sup> The definition of “Other States” includes all territories of the United States, including Puerto Rico.

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(a) Remaining Unclaimed Borrower Funds (Checks Outstanding), and (b) Remaining Commingled Unclaimed Borrower Funds.

“Remaining Commingled Unclaimed Borrower Funds” means any Unclaimed Borrower Funds that were commingled with the Debtors’ operating funds in various “on-balance sheet” accounts on the Commencement Date that have not been cashed by the applicable Borrowers prior to the Execution Date in accordance with the procedures approved in the Unclaimed Borrower Funds Order. For the avoidance of doubt, for purposes of this Settlement Agreement, the estimated amount of Remaining Commingled Unclaimed Borrower Funds, as of March 31, 2022, is \$3 million.

“Remaining Unclaimed Borrower Funds (Checks Outstanding)” means any Unclaimed Borrower Funds for which a check has been sent to the applicable Borrower before the Settlement Effective Date and such check is still outstanding on the Settlement Effective Date.

“Settlement Agreement” means this Settlement Agreement made and entered into as of the Execution Date by and among the Parties.

“Settlement Effective Date” means the day the Approval Order is entered.

“States” means, collectively, the Participating States and the Other States.

“State Agencies” means collectively, the Participating State Agencies and the Other State Agencies.

“Unclaimed Borrower Funds” means certain unclaimed funds held by the Wind Down Estates on the date of entry of the Unclaimed Borrower Funds Order, which correspond to amounts set forth in checks previously issued and mailed to Borrowers on account of excess payments made by Borrowers on their loans and/or excess escrow payments made by Borrowers, which remained uncashed or unclaimed by such Borrowers on the date of entry of the Unclaimed Borrower Funds Order. Unclaimed Borrower Funds include, but are not limited to, Remaining Unclaimed Borrower Funds, Remaining Commingled Unclaimed Borrower Funds, and Remaining Unclaimed Borrower Funds (Checks Outstanding).

“Unclaimed Borrower Funds Order” has the definition set forth in the recitals above.

“Wind Down Estates” has the definition set forth in the preamble above.

**Section 2. Distribution of Remaining Unclaimed Borrower Funds to States.**

a) As soon as reasonably and administratively practical after the Settlement Effective Date, the Plan Administrator, on behalf of the Wind Down Estates, will turn over the applicable portion of the Remaining Unclaimed Borrower Funds owed to Borrowers whose last known address of residence was in one of the States, to the applicable State Agency of

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that State to hold and administer in accordance with that State's unclaimed property laws and regulations (the "Initial Distribution"). The last known address for purpose of the preceding sentence and all other purposes under this Settlement Agreement shall be deemed to be the address of record known by the Wind Down Estates without any modification or updating based on actions taken by the Wind Down Estates in furtherance of the Unclaimed Borrower Funds Order.<sup>2</sup> Any Participating State Agency may request that the Initial Distribution of the Remaining Unclaimed Borrower Funds with respect to its State be delayed until the Subsequent Distribution (as defined in paragraph 2(c) below).

b) On the date of the Initial Distribution to each State Agency, such State Agency shall receive from the Wind Down Estates the applicable information in NAUPA standard electronic file format (to the extent applicable to the State Agency), setting forth, *inter alia*, the associated name, last known addresses, tax ID number, account number and other identifying information relevant to the identity of the Borrowers whose Remaining Unclaimed Borrower Funds were transmitted to the State Agency on behalf of such Borrowers in that State, and the dollar amount owed to each of the Borrowers in that State (the "NAUPA Form"), notwithstanding any State rules or regulations related to the annual, semi-annual or other prescribed filing dates for such forms. The last known address shall be deemed to be the address of record known by the Wind Down Estates without any modification or updating based on actions taken by the Wind Down Estates in furtherance of the Unclaimed Borrower Funds Order.<sup>3</sup> Additionally, the NAUPA Form and any other applicable filing information submitted shall reflect the date on which the Remaining Unclaimed Borrower Funds became payable as the date of entry of the Approval Order. Subject to completing NAUPA Forms (to the extent applicable) as set forth in Section 2(b) and Section 2(c) of this Settlement Agreement, the Wind Down Estates shall be deemed to have complied with any notice, mailing, due date, filing due dates or other NAUPA or other format requirements of each State and shall not be required to provide any other information or any certifications related to the NAUPA Form or any similar State rules or regulations shall be expressly limited by the terms of this Settlement Agreement. In the event of any conflict between any State filing requirements and the Settlement Agreement and Approval Order, the Settlement Agreement and Approval Order shall govern for all purposes.

c) To the extent the applicable checks relating to the Remaining Unclaimed Borrower Funds (Checks Outstanding) are not cashed within one-hundred and twenty (120) days of the date of issuance of the applicable checks in accordance with the procedures provided in the Unclaimed Borrower Funds Order, the Plan Administrator, on behalf of the Wind Down Estates, will arrange one subsequent distribution (the "Subsequent Distribution") of any such funds to each State Agency after the expiration of the 120-day period of all checks for

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<sup>2</sup> If the address of a mortgaged property is within the United States but the address of record is an address outside of the United States, the Remaining Unclaimed Borrower Funds shall be distributed to the applicable State Agency in the State in which the mortgaged property is located, to hold and administer in accordance with that State's unclaimed property laws and regulations.

<sup>3</sup> If the address of a mortgaged property is within the United States but the address of record is an address outside of the United States, the Remaining Unclaimed Borrower Funds shall be distributed to the applicable State Agency in the State in which the mortgaged property is located, to hold and administer in accordance with that State's unclaimed property laws and regulations.

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borrowers whose last known address is in that State, along with the applicable NAUPA Form (to the extent applicable) relating to the Subsequent Distribution notwithstanding any State rules or regulations related to the annual, semi-annual or other prescribed filing dates or other requirements for such forms. The last known address shall be deemed to be the address of record known by the Wind Down Estates without any modification or update based on actions taken by the Wind Down Estates in furtherance of the Unclaimed Borrower Funds Order.<sup>4</sup> Additionally, the NAUPA Form and any other State filing information submitted shall reflect the date on which the Remaining Unclaimed Borrower Funds became payable as the date of entry of the Approval Order. Any State may request the same information for the Borrowers whose monies are included within the Remaining Commingled Unclaimed Borrower Funds, provided such data will be provided for information only and will not be filed in the NAUPA Form or other applicable filing.

d) If any State Agency fails to accept the Initial Distribution or Subsequent Distribution, such Initial Distribution or Subsequent Distribution shall be deposited into a segregated account maintained by the Wind Down Estates (the “Segregated Account”), which may be transferred to that State Agency by the Plan Administrator without further notice or other Bankruptcy Court approval. The Wind Down Estates shall otherwise seek further relief from the Bankruptcy Court with regards to Unclaimed Borrower Funds that remain in the Segregated Account; provided that such funds held in the Segregated Account shall not become property of the Wind Down Estates.

e) Except as agreed to in this Settlement Agreement, the Plan Administrator and the Wind Down Estates shall have no further obligation to complete or file any reports, pay any further money or other consideration, or provide any other information or assistance to the State Agencies relating to the Unclaimed Borrower Funds.

f) Each State Agency shall be obligated to return any Remaining Unclaimed Borrower Funds received by such State Agency to Borrowers in accordance with each State’s laws to be administered in accordance with each State’s unclaimed property programs. Each State Agency shall hold the Wind Down Estates and the Plan Administrator harmless against any Claims by Borrowers for the Remaining Unclaimed Borrower Funds to the maximum extent permitted under each State’s applicable laws.

g) The State Agencies waive any Claims and shall not institute any Actions related to the Remaining Commingled Unclaimed Borrower Funds. For the avoidance of doubt, no portion of the Remaining Commingled Unclaimed Borrower Funds will be turned over to the State Agencies as part of the Initial Distribution, Subsequent Distribution, or any other distributions or adjustments pursuant to this Settlement Agreement.

Section 3. Release of Plan Administrator and Wind Down Estates. In consideration of the promises and agreements set forth in this Settlement Agreement, each Participating State Agency shall be deemed generally, conclusively, absolutely, unconditionally, and irrevocably to

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<sup>4</sup> If the address of a mortgaged property is within the United States but the address of record is an address outside of the United States, the Remaining Unclaimed Borrower Funds shall be distributed to the applicable State Agency in the State in which the mortgaged property is located, to hold and administer in accordance with that State’s unclaimed property laws and regulations..

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release, discharge, and acquit the Plan Administrator and the Wind Down Estates, and each of their respective employees, representatives, affiliates, officers, directors, advisors and attorneys from any and all Released Claims (including, for the avoidance of doubt, Released Claims relating to the Remaining Commingled Unclaimed Borrower Funds) that are within the jurisdiction of, and can be pursued or asserted by, such Participating State Agency. This release shall be effective upon the final distribution of the applicable Remaining Unclaimed Borrower Funds to such Participating State Agency, or the date on which such Remaining Unclaimed Borrower Funds are deposited into the Segregated Account. For purposes of this Section 3, “final distribution” means either (a) the Initial Distribution for those States that do not receive a Subsequent Distribution or (b) for all other States, the Subsequent Distribution.

Section 4. Release of State Agencies. In consideration of the promises and agreements set forth in this Settlement Agreement, the Plan Administrator and the Wind Down Estates shall be deemed generally, conclusively, absolutely, unconditionally, and irrevocably to release, discharge, and acquit each State Agency that does not object to the Motion from any and all Released Claims (including, for the avoidance of doubt, Released Claims relating to the Remaining Commingled Unclaimed Borrower Funds). This release shall be effective upon the Initial Distribution of the applicable Remaining Unclaimed Borrower Funds to such State Agency or the date on which such Remaining Unclaimed Borrower Funds are deposited into the Segregated Account.

Section 5. Exculpation of Plan Administrator and Wind Down Estates. To the maximum extent permitted by each State’s applicable laws, the Plan Administrator and the Wind Down Estates, and each of their respective employees, representatives, affiliates, officers, directors, advisors, and attorneys, are hereby exculpated from all manners of Actions existing as of the Execution Date that can be asserted by the Participating State Agencies, Other States, or Other State Agencies in connection with or arising out of the administration of the Unclaimed Borrower Funds in accordance with the Unclaimed Borrower Funds Order and in connection with the entry into, execution of, and performance of this Settlement Agreement. For the avoidance of doubt, the exculpation included in this Section 5 of the Settlement Agreement shall be in addition to, and not in limitation of, the exculpation provided in Section 10.7 of the Plan and all other releases, indemnities, exculpations, and any other applicable laws or rules protecting the Plan Administrator and the Wind Down Estates from liability.

Section 6. Further Assurances and Mutual Cooperation. Each Party hereby agrees, at its own expense, to duly execute and deliver all such other and further agreements and instruments of conveyance, transfer, release and assignment and to take any such other action as may be reasonably necessary to effectuate the transactions and releases contemplated in this Settlement Agreement.

Section 7. Representations. Each Party represents and warrants to each other Party that (i) the execution, delivery, and performance by such Party of this Settlement Agreement are within the powers of such Party and have been duly authorized by all necessary action on the part of such Party, (ii) this Settlement Agreement has been duly executed and delivered by such Party and on the Settlement Effective Date will constitute a valid and binding obligation of such Party,

**EXECUTION VERSION**

enforceable against such Party in accordance with the terms hereof, (iii) it is not relying upon any statements, understandings, representations, expectations, or agreements other than those expressly set forth in this Settlement Agreement, (iv) it has had the opportunity to be represented and advised by legal counsel in connection with this Settlement Agreement, which it enters voluntarily and of its own choice and not under coercion or duress, and (v) it knowingly waives any and all claims, other than those arising from representations made by the Parties in this Settlement Agreement, that this Settlement Agreement was induced by any misrepresentation or non-disclosure and knowingly waives any and all rights to rescind or avoid this Settlement Agreement based upon presently existing facts, known or unknown (other than to the extent any representation made in this Settlement Agreement proves to be false). Each Participating State Agency represents and warrants to the Wind Down Estates that such Participating State Agency has exclusive jurisdiction within its Participating State over the administration, reporting, auditing, assessment of Unclaimed Borrower Funds and any Claims or Causes of Action that may arise therefrom, including any interest, penalties or other amounts due thereon. Each Participating State Agency represents and warrants to the Wind Down Estates that it approves and consents to this Settlement Agreement in its entirety. The Parties agree and stipulate that each Party is relying upon the representations and warranties in this Section 7 of the Settlement Agreement in entering into the Settlement Agreement. Furthermore, the Parties agree that these representations and warranties are a material inducement for entering into this Settlement Agreement. These representations and warranties shall survive the execution of this Settlement Agreement indefinitely without regard to statutes of limitations.

Section 8. Approval.

(a) The obligations of the Parties pursuant to this Settlement Agreement are subject to occurrence of the Settlement Effective Date, except the obligations under this Section, which are effective on the Execution Date.

(b) The Plan Administrator, on behalf of the Wind Down Estates, shall, within ten (10) business days of the Execution Date by the Wind Down Estates, file a motion (the "Motion") with the Bankruptcy Court seeking entry of the Approval Order upon no fewer than thirty (30) days' notice. The Plan Administrator shall reasonably endeavor and take all reasonable steps to obtain the entry of the Approval Order. The Participating State Agencies shall cooperate in good faith with the Plan Administrator's efforts, on behalf of the Wind Down Estates, to obtain the entry of the Approval Order.

(c) Each Participating State Agency shall either execute or consent to the terms of this Settlement Agreement on the Execution Date; provided that the Settlement Agreement shall not be binding on such Participating State Agency until either (i) it has received approval of the Settlement Agreement from the elected official, legislative body, or other applicable entity in the Participating State with authority to bind such Participating State Agency to this Settlement Agreement, or (ii) the Bankruptcy Court enters an order binding the Other State Agencies to the relief requested in the Motion.

(d) By no later than the filing date of the Motion, each Participating State Agency shall, to the best of its abilities, take all reasonable steps to obtain approval of the Settlement Agreement

**EXECUTION VERSION**

from the elected official, legislative body or other applicable entity in the Participating State with authority to bind such Participating State Agency to the Settlement Agreement and deliver an executed copy to the Wind Down Estates. The deadline to seek such approval and execute the Settlement Agreement shall be the date in which the Bankruptcy Court schedules the hearing date on the Motion (the “Approval Deadline”). If a Participating State Agency does not obtain the necessary approval by the Approval Deadline, unless such Participating State Agency timely files an objection to the Motion, the applicable Participating State Agency shall be deemed an Other State Agency for purposes of this Settlement Agreement.

(e) Notice of the Motion and this Settlement Agreement (the “Notice”) shall also be provided to each Other State Agency, which notice shall expressly state (i) the amount of Remaining Unclaimed Borrower Funds (such amount to be estimated within ten (10) business days prior to the filing of the Notice) and Remaining Commingled Unclaimed Borrower Funds (such amount to be estimated within ten (10) business days prior to the filing of the Notice) applicable to the Other State Agency, (ii) that if the Other State Agency does not timely object to the Motion, the Approval Order will provide that such Other State Agency will be (x) entitled to receive the Remaining Unclaimed Borrower Funds allocable to such Other State Agency (but not the Remaining Commingled Unclaimed Borrower Funds applicable to such Other State Agency), and (y) deemed to have generally, conclusively, absolutely, unconditionally, and irrevocably released, discharged and acquitted the Plan Administrator and the Wind Down Estates, and each of their respective employees, representatives, affiliates, officers, directors, advisors and attorneys, from any and all Released Claims that are within the jurisdiction of, and can be pursued or asserted by, the Other State Agency, effective upon the distribution to the Other State Agency of the applicable Remaining Unclaimed Borrower Funds regardless of whether such Remaining Unclaimed Borrower Funds are accepted or deposited into the Segregated Account, and (iii) subject to completing the NAUPA Form in accordance with Sections 2(b) and 2(c) of this Settlement Agreement, the Wind Down Estates shall not be required to provide any other information or any certifications related to the NAUPA Form or any similar state or jurisdiction rules or regulations for such Other State.

(f) If an Other State Agency objects to the Motion seeking an Approval Order, unless such objection is overruled or withdrawn, the Wind Down Estates may, but need not, in their sole discretion terminate the Settlement Agreement and withdraw the Motion.

(g) In the event that the Bankruptcy Court declines to enter the Approval Order, or the Wind Down Estates terminate the Settlement Agreement upon the objection of an Other State Agency, this Settlement Agreement shall terminate and be of no further force or effect. If this Settlement Agreement terminates in accordance with the preceding sentence, each provision contained in this Settlement Agreement shall be of no further force and effect from and after such date of termination.

Section 9. Proofs of Claim. Any proof of claim filed by a State Agency for or relating to the Remaining Unclaimed Borrower Funds or Remaining Commingled Unclaimed Borrower Funds shall be deemed satisfied and expunged upon entry of the Approval Order without further action of any Party or the Bankruptcy Court.

**EXECUTION VERSION**

Section 10. Plan Releases. For the avoidance of doubt, the releases included in this Settlement Agreement or the Approval Order shall be in addition to, and not in limitation of, the releases included in Section 10.6(b) of the Plan protecting the Debtors, the Plan Administrator, and the Wind Down Estates, as applicable, from liability.

Section 11. Execution in Counterparts. This Settlement Agreement may be executed in any number of counterparts and by different Parties in separate counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page by facsimile or PDF transmission shall be as effective as delivery of a manually executed counterpart.

Section 12. Effectiveness. This Settlement Agreement shall become effective on the Settlement Effective Date.

Section 13. Governing Law. The Bankruptcy Court shall have exclusive jurisdiction over any issues arising out of the interpretation or enforcement of the terms of this Settlement Agreement, and each Party agrees to submit to such jurisdiction and to waive any defense based on the location or jurisdiction of such court.

Section 14. Special Provision for Unknown Claims. All rights under Section 1542 of the California Civil Code, or any analogous state or federal law, are hereby expressly WAIVED, if applicable, with respect to any of the claims, injuries, or damages described in the Released Claims in Section 1. Section 1542 of the California Civil Code reads as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Section 15. Successors and Assigns. The provisions of this Settlement Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

Section 16. Amendment. This Settlement Agreement may only be amended, modified, superseded, or canceled and any of the terms, covenants, representations, warranties or conditions hereof may be waived only by an instrument in writing signed by each of the Parties. For the avoidance of doubt, the Wind Down Estates may amend, modify, supersede or cancel any of the terms, covenants, representations, warranties, or conditions of this Settlement Agreement with respect to a particular State Agency by an instrument in writing signed by the Wind Down Estates and the particular State Agency.

Section 17. Entire Agreement. This Settlement Agreement and the Approval Order constitute the entire agreement and understanding of the Parties relating to the subject matter hereof and supersedes all prior agreements and understandings relating to the subject matter hereof.

**EXECUTION VERSION**

Section 18. Capacity. Each of the Parties acknowledges and agrees that the Plan Administrator is executing this Settlement Agreement on behalf of the Wind Down Estates pursuant to the authority granted to the Plan Administrator under the Plan and, except as expressly set forth in this Settlement Agreement, shall not be subject to any liability or responsible to take any action on its own behalf by virtue of signing this Settlement Agreement in such capacity.

Section 19. Construction. This Settlement Agreement has been negotiated by the Parties and their respective legal counsel, and legal or equitable principles that might require the construction of this Settlement Agreement or any of its provisions against the Party responsible for drafting this Settlement Agreement will not apply in any construction or interpretation of this Settlement Agreement.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed, this Settlement Agreement as of April 26, 2022.

**Ditech Holding Corporation,  
DF Insurance Agency LLC  
Ditech Financial LLC  
Green Tree Credit LLC  
Green Tree Credit Solutions LLC  
Green Tree Insurance Agency of Nevada, Inc.  
Green Tree Investment Holdings III LLC  
Green Tree Servicing Corp.  
Marix Servicing LLC  
Walter Management Holding Company LLC  
Walter Reverse Acquisition LLC**

MORTGAGE WINDDOWN LLC, as Plan  
Administrator for the Wind Down Estates

By:   
Name: John J Ray III  
Title: President

IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed, this Settlement Agreement as of the date first written above.

**Office of the California State Controller**

By: Shawn D. Silva  
Name: Shawn D. Silva  
Title: Chief Counsel

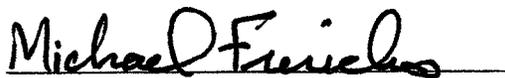
IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed, this Settlement Agreement as of the date first written above.

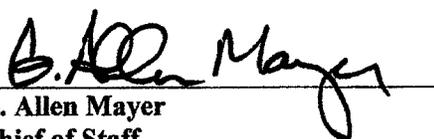
**[Participating State Agency]**

By: Frank M. O'Connell  
Name: Frank M. O'Connell  
Title: Deputy State Revenue Commissioner  
and General Counsel  
Georgia Department of Revenue

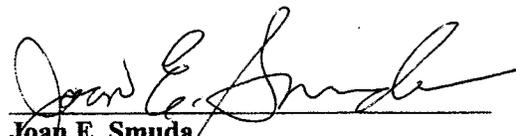
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this Settlement Agreement as of the date first written above.

**ILLINOIS STATE TREASURER  
MICHAEL W. FRERICHS  
UNCLAIMED PROPERTY DIVISION**

  
Michael W. Frerichs

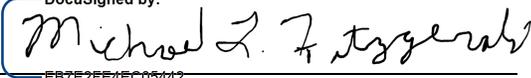
By:   
G. Allen Mayer  
Chief of Staff

**Reviewed and approved by the  
OFFICE OF THE ATTORNEY GENERAL  
OF ILLINOIS**

By:   
Joan E. Smuda  
Chief, Revenue Litigation

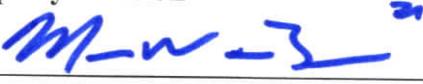
IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed, this Settlement Agreement as of the date first written above.

**[Participating State Agency]**

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Michael L. Fitzgerald  
Title: Treasurer State of Iowa

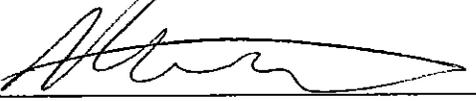
IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed, this Settlement Agreement as of the date first written above.

**Massachusetts State Treasury-Unclaimed  
Property Division**

By:   
Name: **Mark William Bracken**  
Title: **Assistant Treasurer**

IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed,  
this Settlement Agreement as of the date first written above.

**Missouri State Treasurer's Office**

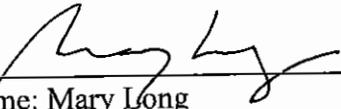
By: 

Name: Michael Price

Title: Deputy State Treasurer

IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed,  
this Settlement Agreement as of the date first written above.

**Missouri Office of Attorney General**

By:   
Name: Mary Long  
Title: Missouri Assistant Attorney General

IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed,  
this Settlement Agreement as of the date first written above.

**[Participating State Agency]**

By: Montana, Jason  
Name: Jason LAY  
Title: Unclaimed Property Unit Manager

IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed, this Settlement Agreement as of the date first written above.

**New Jersey Unclaimed Property Administration**

By



Name: Steven R. Harris

Title: Administrator

IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed,  
this Settlement Agreement as of the date first written above.

**Ohio Department of Commerce  
Division of Unclaimed Funds**

By: Akil Hardy  
Name: Akil Hardy  
Title:  
Superintendent

IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed, this Settlement Agreement as of the date first written above.

**[Participating State Agency]**

By:   
Name: *Claudia Ciobanu*  
Title: *Trust Property Director*

IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed, this Settlement Agreement as of the date first written above.

**Tennessee Department of Treasury**

 Digitally signed by David H. Lillard, Jr.  
Date: 2022.05.16 10:22:21 -05'00'

By: \_\_\_\_\_  
David H. Lillard, Jr.  
State Treasurer

IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed, this Settlement Agreement as of the date first written above.

**[Participating State Agency]**

By: /s/ Murl. E. Miller  
MURL. E. MILLER  
Chief Counsel for General Litigation  
Texas State Bar No. 24058203  
Texas Comptroller of Public Accounts  
P.O. Box 13528, Capitol Station  
Austin, Texas 78711-3528  
Phone: (512) 936-8588  
Email: [Murl.Miller@cpa.texas.gov](mailto:Murl.Miller@cpa.texas.gov)

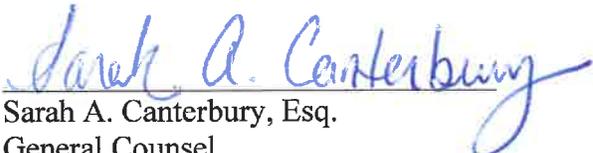
IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed,  
this Settlement Agreement as of the date first written above.

**District of Columbia Office of Finance and Treasury**

By: Nancy L. Alper  
Name: Nancy L. Alper  
Title: Senior Assistant Attorney General  
Office of Attorney General for the District of Columbia

IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed, this Settlement Agreement as of the date first written above.

**[Participating State Agency]**

By:   
Name: Sarah A. Canterbury, Esq.  
Title: General Counsel  
West Virginia State Treasurer's Office

**Exhibit A**

	<b>Participating State</b>	<b>Participating State Agency</b>
1	California	Office of California State Controller
2	Georgia	Georgia Department Of Revenue
3	Illinois	Illinois State Treasurer
4	Iowa	Iowa Treasurer of State
5	Massachusetts	Commonwealth of Massachusetts Office of the State Treasurer and Receiver General – Unclaimed Property Division
6	Missouri	State Treasurer’s Office Missouri’s Office of Attorney General
7	Montana	Montana Department of Revenue, Division of Unclaimed Property
8	New Jersey	NJ Unclaimed Property Administration
9	Ohio	Department of Commerce
10	Oregon	Oregon State Treasury
11	Tennessee	Tennessee Department of Treasury
12	Texas	Texas Comptroller of Public Accounts
13	Washington, D.C.	District of Columbia Office of Finance and Treasury
14	West Virginia	West Virginia State Treasurer’s Office