

Hearing Date and Time: May 26, 2022 at 11:00 a.m. (prevailing Eastern Time)
Objection Date and Time: May 19, 2022 at 4:00 p.m. (prevailing Eastern Time)

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

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

**NOTICE OF HEARING ON MOTION OF PLAN ADMINISTRATOR,
ON BEHALF OF WIND DOWN ESTATES, FOR ENTRY OF ORDER (I)
AUTHORIZING AND APPROVING SETTLEMENT AGREEMENT BETWEEN
WIND DOWN ESTATES AND PARTICIPATING STATE AGENCIES RESOLVING
DISPUTES REGARDING ADMINISTRATION OF UNCLAIMED BORROWER FUNDS
AND (II) GRANTING RELATED RELIEF**

¹ On September 26, 2019, the Court entered the *Order Confirming Third Amended Joint Chapter 11 Plan of Ditech Holding Corporation and Its Affiliated Debtors* (ECF No. 1404) (the "**Confirmation Order**"), which created the Wind Down Estates. On February 22, 2022, the Court entered the *Order Granting Entry of Final Decree (I) Closing Subsidiary Cases; and (II) Granting Related Relief* (ECF No. 3903) (the "**Closing Order**"). Pursuant to the Closing Order, the chapter 11 cases of the following Wind Down Estates were closed effective as of February 22, 2022: 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); Mortgage Asset Systems, LLC (8148); REO Management Solutions, LLC (7787); Reverse Mortgage Solutions, Inc. (2274); Walter Management Holding Company LLC (9818); and Walter Reverse Acquisition LLC (8837). Pursuant to the Closing Order, the chapter 11 case of Ditech Holding Corporation (the "**Remaining Wind Down Estate**") (Case No. 19-10412 (JLG)) shall remain open and, as of February 22, 2022, all motions, notices and other pleadings relating to any of the Wind Down Estates shall be filed in the case of the Remaining Wind Down Estate. The last four digits of the Remaining Wind Down Estate's federal tax identification number is (0486). The Remaining Wind Down Estate's principal offices are located at 2600 South Shore Blvd., Suite 300, League City, TX 77573.

PLEASE TAKE NOTICE that, on April 26, 2022 Ditech Holding Corporation (f/k/a Walter Investment Management Corp.) and its debtor affiliates (excluding Reorganized RMS) (collectively, the “**Wind Down Estates**”) filed the *Motion of Plan Administrator, on Behalf of the Wind Down Estates, for Entry of Order (I) Authorizing and Approving Settlement Agreement Between Wind Down Estates and Participating State Agencies Resolving Disputes Regarding Administration of Unclaimed Borrower Funds and (II) Granting Related Relief* (the “**Motion**”).

PLEASE TAKE FURTHER NOTICE that any responses or objections (the “**Objections**”) to the Motion shall be in writing, shall conform to the Bankruptcy Rules and the Local Rules, shall be filed with the Bankruptcy Court (i) by attorneys practicing in the Bankruptcy Court, including attorneys admitted *pro hac vice*, electronically in accordance with General Order M-399 (which can be found at www.nysb.uscourts.gov), and (ii) by all other parties in interest, on a CD-ROM, in text-searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent applicable, and shall be served in accordance with the *Order Implementing Certain Notice and Case Management Procedures* (ECF No. 211) (the “**Case Management Order**”), so as to be filed and received no later than **May 19, 2022 at 4:00 p.m. (prevailing Eastern Time)** (the “**Objection Deadline**”).

PLEASE TAKE FURTHER NOTICE that, if a written Objection is timely filed, a hearing (the “**Hearing**”) to consider the Motion will be held before the Honorable James L. Garrity, Jr., United States Bankruptcy Judge, at the United States Bankruptcy Court for the Southern District of New York, Courtroom 723, One Bowling Green, New York, New York 10004 (the “**Bankruptcy Court**”) on **May 26, 2022 at 11:00 a.m. (prevailing Eastern Time)**, or as soon thereafter as counsel may be heard.

PLEASE TAKE FURTHER NOTICE that, if an Objection to the Motion is not received by the Objection Deadline, the Court may enter the Proposed Order granting the relief sought without further notice.

Dated: April 26, 2022
New York, New York

/s/ Sunny Singh
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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re	:	Chapter 11
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DITECH HOLDING CORPORATION, et al.,	:	Case No. 19-10412 (JLG)
	:	
Debtors.¹	:	(Jointly Administered)
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**MOTION OF PLAN ADMINISTRATOR, ON
BEHALF OF WIND DOWN ESTATES, FOR ENTRY OF ORDER
(I) AUTHORIZING AND APPROVING SETTLEMENT AGREEMENT
BETWEEN WIND DOWN ESTATES AND PARTICIPATING STATE AGENCIES
RESOLVING DISPUTES REGARDING ADMINISTRATION OF UNCLAIMED
BORROWER FUNDS AND (II) GRANTING RELATED RELIEF**

¹ On September 26, 2019, the Court entered the *Order Confirming Third Amended Joint Chapter 11 Plan of Ditech Holding Corporation and Its Affiliated Debtors* (ECF No. 1404) (the "**Confirmation Order**"), which created the Wind Down Estates. On February 22, 2022, the Court entered the *Order Granting Entry of Final Decree (I) Closing Subsidiary Cases; and (II) Granting Related Relief* (ECF No. 3903) (the "**Closing Order**"). Pursuant to the Closing Order, the chapter 11 cases of the following Wind Down Estates were closed effective as of February 22, 2022: 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); Mortgage Asset Systems, LLC (8148); REO Management Solutions, LLC (7787); Reverse Mortgage Solutions, Inc. (2274); Walter Management Holding Company LLC (9818); and Walter Reverse Acquisition LLC (8837). Pursuant to the Closing Order, the chapter 11 case of Ditech Holding Corporation (the "**Remaining Wind Down Estate**") (Case No. 19-10412 (JLG)) shall remain open and, as of February 22, 2022, all motions, notices and other pleadings relating to any of the Wind Down Estates shall be filed in the case of the Remaining Wind Down Estate. The last four digits of the Remaining Wind Down Estate's federal tax identification number is (0486). The Remaining Wind Down Estate's principal offices are located at 2600 South Shore Blvd., Suite 300, League City, TX 77573.

The Plan Administrator,² on behalf of Ditech Holding Corporation (f/k/a/ Walter Investment Management Corp.) and its debtor affiliates (excluding Reorganized RMS) (collectively, the “**Wind Down Estates**”), submits this Motion (“**Motion**”), and respectfully represents as follows:

Preliminary Statement

1. On January 12, 2021, the Court entered the Unclaimed Borrower Funds Order³ authorizing the Plan Administrator to return Unclaimed Borrower Funds held by the Wind Down Estates to Borrowers in accordance with certain procedures set forth therein. At the time of entry of the Unclaimed Borrower Funds Order, the Wind Down Estates held approximately \$113 million on account of Unclaimed Borrower Funds.

2. The hard work and continuous efforts of the Plan Administrator and the Wind Down Estates in the thirteen (13) months following the entry of the Unclaimed Borrower Funds Order through April 19, 2022 have resulted in a remarkable achievement—the payment of over \$93 million of the approximately \$113 million on account of Unclaimed Borrower Funds (more than 82%) to over 145,000 Borrowers. As a result, as of April 19, 2022, the Wind Down Estates hold only approximately \$19.5 million on account of Unclaimed Borrower Funds that have not been returned to date by the Wind Down Estates to Borrowers (after adjusting for duplicates, previously satisfied, or erroneous amounts). The Plan Administrator, on behalf of the Wind Down

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Confirmation Order, the *Third Amended Joint Chapter 11 Plan of Ditech Holding Corporation and Its Affiliated Debtors* (ECF No. 1404, Ex. A) (the “**Plan**”), the Unclaimed Borrower Funds Order (as defined below), or the Settlement Agreement (as defined below), as applicable.

³ See *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* (ECF No. 3159) (the “**Unclaimed Borrower Funds Order**”).

Estates, took great effort and considerable expenses to locate the Borrowers through various search mechanisms utilized by its third party service provider, Georgeson LLC (“**Georgeson**”). Specifically, the Plan Administrator, on behalf of the Wind Down Estates, mailed over 275,000 letters and checks, and sent approximately one (1) million emails and 200,000 text messages.

3. The Unclaimed Borrower Funds Order established a two-step process with respect to the Unclaimed Borrower Funds. First, the Plan Administrator, on behalf of the Wind Down Estates, would seek to locate Borrowers and return as many Unclaimed Borrower Funds as possible in accordance with the procedures approved by the Court. Second, all parties in interest would have the right to argue and litigate, if necessary, over the rightful recipient of the Unclaimed Borrower Funds that could not be returned to Borrowers. Over the course of the last thirteen (13) months, the Unclaimed Borrower Funds Deadline was extended twice and the relevant parties in interest agreed to mediate all disputes with respect to any remaining Unclaimed Borrower Funds that were not returned to Borrowers.

4. The Plan Administrator, on behalf of the Wind Down Estates, is pleased to report that the Wind Down Estates and the Participating State Agencies⁴ (each a “**Party**” and collectively, the “**Parties**”), with the assistance of Judge Joseph J. Farnan (retired) (the “**Mediator**”), agreed to settle their disputes regarding the administration of the remaining Unclaimed Borrower Funds that have not been returned to Borrowers

⁴ Pursuant to the Settlement Agreement, “**Participating State Agencies**” means the agencies and/or governmental units with jurisdiction under applicable state laws over the Unclaimed Borrower Funds within the states listed on Exhibit A attached to the Settlement Agreement.

(the “**Settlement Agreement**”).⁵ The Settlement Agreement is the culmination of arm’s-length negotiations and a multi-party mediation process with the assistance and guidance of the Mediator.

5. The Settlement Agreement provides, among others:

- a) Remaining Unclaimed Borrower Funds. The Wind Down Estates will turn over the Remaining Unclaimed Borrower Funds⁶ and any of the Remaining Unclaimed Borrower Funds (Checks Outstanding)⁷ that remain uncashed (but not the Remaining Commingled Unclaimed Borrower Funds) to the Participating State Agencies, who will be tasked with returning such funds to Borrowers in accordance with applicable State laws. The estimated amount of Remaining Unclaimed Borrower Funds, plus Remaining Unclaimed Borrower Funds (Checks Outstanding), as of the date of the filing of this Motion, is approximately \$16.5 million, as shown on Exhibit C, which breaks down the aggregate Remaining Unclaimed Borrower Funds and Remaining Unclaimed Borrower Funds (Checks Outstanding) by State.
- b) 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. No portion of the Remaining Commingled Unclaimed Borrower Funds⁸ will be turned over to the Participating State Agencies, and the States will waive any Claims and shall not institute any Actions related to the Remaining Commingled Unclaimed Borrower Funds. The estimated amount of Remaining Commingled Unclaimed Borrower Funds, as of April 19, 2022, is approximately \$3 million, as shown in Exhibit D, which breaks down Remaining Commingled Unclaimed Borrower Funds by State.

⁵ The Settlement Agreement requires Participating State Agencies to receive internal approvals before formally signing on to the Settlement Agreement. All fifteen (15) Participating State Agencies have consented to the filing of this Motion and have agreed to pursue such internal approvals.

⁶ Pursuant to the Settlement Agreement, “**Remaining Unclaimed Borrower Funds**” means any Unclaimed Borrower Funds that have not been cashed by a Borrower on the Effective Date in accordance with the procedures approved in the Unclaimed Borrower Funds Order, except for any (a) Remaining Unclaimed Borrower Funds (Checks Outstanding) and (b) Remaining Commingled Unclaimed Borrower Funds.

⁷ Pursuant to the Settlement Agreement, “**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.

⁸ Pursuant to the Settlement Agreement, “**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.

- c) Releases. The Wind Down Estates and the Participating State Agencies will exchange mutual releases of any Released Claims for, relating to, in connection with, or arising from the Unclaimed Borrower Funds.
- d) Application of Settlement Agreement to Other State Agencies. Other State Agencies will be provided at least 30-days' notice of the Settlement Agreement and this Motion and will have the opportunity to object to this Motion. An Other State Agency that does not object to the Motion will receive its allocable share of the Remaining Unclaimed Borrower Funds and Remaining Unclaimed Borrower Funds (Checks Outstanding) (but not the Remaining Commingled Unclaimed Borrower Funds) and will be deemed to provide the same releases as the Participating State Agencies.
- e) Exculpation. The Plan Administrator and the Wind Down Estates will be exculpated from any Actions that may be asserted by the Participating State Agencies, Other States, or Other State Agencies in connection with the administration of the Unclaimed Borrower Funds in accordance with the Unclaimed Borrower Funds Order and the Settlement Agreement.

6. The Settlement Agreement is the product of extensive negotiations between and among the Parties and their advisors, overseen by a court-approved Mediator, who endorses this Settlement Agreement and the relief requested in this Motion as fair and reasonable based on the record of good faith negotiations during the mediation.

7. The Settlement Agreement provides finality to long-standing, expensive, and complex disputes regarding the administration of the remaining Unclaimed Borrower Funds that have not been returned to Borrowers. It will eliminate the burdens, expenses, and risks to the Wind Down Estates of protracted and contentious litigation, including appeals, that is likely to arise if the Parties did not reach a settlement. As such, the Settlement Agreement will free up the Wind Down Estates' time and resources to focus on winding down the remaining estates as efficiently as possible.

8. The Settlement Agreement also provides a fair and equitable resolution of the dispute between the Parties that will benefit various creditor constituencies of the Wind Down Estates—the majority of the Unclaimed Borrower Funds that have not been returned to Borrowers to date (the Remaining Unclaimed Borrower Funds and Remaining Unclaimed Borrower Funds

(Checks Outstanding)) will be turned over to the State Agencies, who will be tasked with returning those funds to Borrowers in accordance with applicable state laws, while a small portion of the Unclaimed Borrower Funds (the Remaining Commingled Unclaimed Borrower Funds) will be available for distribution to other creditors of the Wind Down Estates in accordance with the Plan and the Confirmation Order. The logic of the Settlement Agreement is straightforward. Unclaimed Borrower Funds that were commingled (in an approximate amount of \$3 million, as of April 19, 2022) will remain with the Wind Down Estates. Unclaimed Borrower Funds that were segregated (in an approximate amount of \$16.5 million, as of April 19, 2022), however, will be turned over to the applicable State Agencies, who will administer those funds in accordance with the applicable state laws.

9. For these reasons and as set forth more fully below, the Plan Administrator, on behalf of the Wind Down Estates, submits that the Settlement Agreement is fair and equitable, reasonable, constitutes an appropriate exercise of the Wind Down Estates' business judgment, and should be approved.

Background

10. On February 11, 2019, Ditech Holding Corporation (f/k/a Walter Investment Management Corp.) and certain of its affiliated (collectively, the "**Debtors**") each commenced with this Court a voluntary case under chapter 11 of title of the United States Code (the "**Bankruptcy Code**"). The Debtors operated their business and maintained their assets as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

11. The Chapter 11 Cases are being jointly administered for procedural purposes only pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**").

12. On September 26, 2019, the Court entered the Confirmation Order approving the Plan. The Plan went effective on September 30, 2019 (the “**Effective Date**”).⁹

13. On February 22, 2022, the Court entered the Closing Order, which closed the chapter 11 cases of all Wind Down Estates except for the chapter 11 case of Ditech Holding Corporation.

Jurisdiction

14. The Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.). This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Relief Requested

15. By this Motion, pursuant to rule 9019(a) of the Federal Rules of Bankruptcy Procedure (“**Bankruptcy Rule 9019**”), the Wind Down Estates seek entry of an order (i) approving the Settlement Agreement, a copy of which is annexed to the Proposed Order (as defined herein) as **Exhibit 1**, (ii) authorizing to take actions to consummate the Settlement Agreement, (iii) authorizing to perform obligations under the Settlement Agreement, and (iv) granting related relief. A proposed form of order granting the relief requested herein (the “**Proposed Order**”) is attached hereto as **Exhibit A**.

Unclaimed Borrower Funds – Overview of Process to Date

A. General Overview

⁹ See Notice of (I) Entry of Order Confirming Third Amended Joint Chapter 11 Plan of Ditech Holding Corporation and Its Affiliated Debtors, (II) Occurrence of Effective Date, and (III) Final Deadline for Filing Administrative Expense Claims (ECF No. 1449).

16. In the ordinary course of business, the Debtors issued checks to Borrowers¹⁰ to return excess payments made by Borrowers on their loans and/or excess escrow payments made by Borrowers. The vast majority of the Debtors' Borrowers did not have excess payments, or if they had excess payments, a check was received and timely cashed by those Borrowers. At the time of filing of the Unclaimed Borrower Funds Motion¹¹ in October 8, 2020, the Wind Down Estates held approximately \$113 million on account of Unclaimed Borrower Funds.

B. Post-Effective Date Efforts of Wind Down Estates to Identify and Locate Borrowers

17. Following the Effective Date and in connection with the Wind Down Estates' diligence regarding the Unclaimed Borrower Funds, the Wind Down Estates went through a careful and time-consuming reconciliation process to identify uncashed checks payable to Borrowers and their corresponding uncashed check amounts and to validate that each check has not been paid, reissued or otherwise satisfied.

18. Additionally, to facilitate the administration of the Unclaimed Borrower Funds, the Wind Down Estates engaged a third party (Georgeson) to assist with conducting searches to identify and locate Borrowers who could not be located at their last known address or by other identifying records held by the Wind Down Estates.

¹⁰ Pursuant to section 1.23 of the Plan, "**Borrower**" means any individual, as of the Commencement Date, whose current or former mortgage loan or reverse mortgage was originated, serviced, sold, consolidated, or owned by any of the Debtors.

¹¹ See *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 Down Estates Will Cease Efforts to Locate Borrowers and to Return Unclaimed Borrower Funds, and (IV) Granting Related Relief* (ECF No. 2874) (the "**Unclaimed Borrower Funds Motion**").

C. Unclaimed Borrower Funds Motion and Order

19. On October 8, 2020, the Plan Administrator, on behalf of the Wind Down Estates, filed the Unclaimed Borrower Funds Motion seeking the authority to pursue certain procedures to administer the Remaining Unclaimed Borrower Funds.

20. On January 12, 2021, the Court entered the Unclaimed Borrower Funds Order establishing certain rules and procedures with respect to Unclaimed Borrower Funds.¹² The Unclaimed Borrower Funds Order authorized the Plan Administrator, on behalf of the Wind Down Estates, to, among other things: (i) establish certain procedures to notice and return Unclaimed Borrower Funds checks to Borrowers, (ii) not be obligated to reissue checks to Borrowers who are owed less than \$50.00, and (iii) establish a website set up specifically for administration of the Unclaimed Borrower Funds. Furthermore, the Unclaimed Borrower Funds Order established July 11, 2021 at 5:00 p.m. (Prevailing Eastern Time) as the Unclaimed Borrower Funds Deadline, after which the Plan Administrator and the Wind Down Estates (i) were authorized to cease efforts to locate Borrowers who failed to comply with the procedures set forth therein and/or any efforts to return Unclaimed Borrower Funds to such Borrowers, and (ii) would seek additional relief from the Bankruptcy Court with respect to the administration and distribution of any Unclaimed

¹² At the time of entry of the Unclaimed Borrower Funds Order, the Wind Down Estates held approximately \$113 million on account of Unclaimed Borrower Funds, which consisted of three categories: (a) approximately \$96 million in cash on account of approximately 221,500 prepetition checks—*i.e.*, checks that were issued prior to the Commencement Date—which were both payable to and were previously mailed to Borrowers, but were not cashed (collectively, the “**Unclaimed Prepetition Borrower Funds**”); (b) approximately \$13 million in cash on account of approximately 27,000 postpetition checks—*i.e.*, checks that were issued on or after the Commencement Date through the Effective Date—which were both payable to and were previously mailed to Borrowers, but were not cashed (collectively, the “**Unclaimed Postpetition Borrower Funds**”); and (c) approximately \$4 million in cash on account of post-sale checks dated after the Effective Date—*i.e.*, checks issued by the Wind Down Estates post-sale as sub-servicer of loans pending transfer to the subsequent servicer—which were both payable to and were previously mailed to Borrowers, but were not cashed (collectively, the “**Unclaimed Post-Sale Borrower Funds**” and together with the Unclaimed Prepetition Borrower Funds and the Unclaimed Postpetition Borrower Funds, the “**Unclaimed Borrower Funds**”).

Borrower Funds that were not returned by the Wind Down Estates to Borrowers by the Unclaimed Borrower Funds Deadline.¹³

D. Extensions of the Unclaimed Borrower Funds Deadline and Agreed Mediation Order

21. On July 1, 2021, the Plan Administrator, on behalf of the Wind Down Estates, filed a motion seeking to extend the Unclaimed Borrower Funds Deadline by one-hundred and eighty (180) days.¹⁴ At the time of filing of the First Extension Motion, the Wind Down Estates were holding approximately \$44 million in Unclaimed Borrower Funds (after adjusting for duplicates, previously satisfied, or erroneous amounts). On August 9, 2021, the Court entered an order extending the Unclaimed Borrower Funds Deadline through and including January 7, 2022.¹⁵

22. During the first extension period, the Plan Administrator, the Participating State Agencies, the Consumer Representative, and the Term Loan Ad Hoc Group (the “**Mediation Parties**”) agreed to implement a process for resolving any disputes regarding any Remaining Unclaimed Borrower Funds—*i.e.* any Unclaimed Borrower Funds that remain unclaimed after January 7, 2022. Pursuant to this agreement, on September 27, 2021, the

¹³ In addition, with respect to any Remaining Unclaimed Borrower Funds (as defined in the Unclaimed Borrower Funds Order), the Unclaimed Borrower Funds Order provided, among others, that: (i) nothing in the Unclaimed Borrower Funds Order shall constitute a determination that any Remaining Unclaimed Borrower Funds (including Unsolicited Unclaimed Borrower Funds) are property of the Wind Down Estates pursuant to section 541 of the Bankruptcy Code; and (ii) all rights, claims, and arguments of (a) the Plan Administrator, (b) the Wind Down Estates, (c) the holders of Term Loan Claims, (d) the governmental agencies, and (e) any Borrower with respect to the Remaining Unclaimed Borrower Funds (including Unsolicited Unclaimed Borrower Funds) are expressly preserved, and are not waived, released, or modified by the Unclaimed Borrower Funds Order. *See* Unclaimed Borrower Funds Order at ¶¶ 13(a) and (c).

¹⁴ *See 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) Extending Unclaimed Borrower Funds Deadline and (II) Granting Related Relief* (ECF No. 3491) (the “**First Extension Motion**”).

¹⁵ *See 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* (ECF No. 3602).

Bankruptcy Court entered the Agreed Mediation Order¹⁶ regarding a voluntary and non-binding mediation to be conducted by the Mediator to resolve disputes between the Mediation Parties with respect to the administration of any Remaining Unclaimed Borrower Funds.

23. On December 2, 2021, the Plan Administrator, on behalf of the Wind Down Estates, with the support of the Participating State Agencies, filed a motion seeking a second extension of the Unclaimed Borrower Funds Deadline by one-hundred and eighty (180) days.¹⁷ At the time of filing of the Second Extension Motion, the Wind Down Estates were holding approximately \$28 million in Unclaimed Borrower Funds (after adjusting for duplicates, previously satisfied, or erroneous amounts). The purpose of the second extension period was to give the Wind Down Estates the additional and necessary time to pursue the mediation process and achieve a complete and final resolution of all disputes relating to the Remaining Unclaimed Borrower Funds. On December 21, 2021, the Court entered an order granting the second extension of the Unclaimed Borrower Funds Deadline through and including July 6, 2022.¹⁸

24. With the filing of this Motion, the Plan Administrator, on behalf of the Wind Down Estates, is pleased to report that the Mediation was successful and that, under the guidance of the Mediator, the Parties have reached a resolution regarding the remaining Unclaimed Borrower Funds that have not been returned to Borrowers, as set forth in the Settlement Agreement.

¹⁶ See *Agreed Order Regarding Voluntary and Non-Binding Mediation to Resolve Disputes with Respect to Administration of Remaining Unclaimed Borrower Funds* (ECF No. 3708) (the “**Agreed Mediation Order**”).

¹⁷ See *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 Second Extension of Unclaimed Borrower Funds Deadline and (II) Granting Related Relief* (ECF No. 3797) (the “**Second Extension Motion**”).

¹⁸ See *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* (ECF No. 3830).

The Settlement Agreement

25. The Settlement Agreement provides, among others, as follows:

Remaining Unclaimed Borrower Funds	The Wind Down Estates will turn over the Remaining Unclaimed Borrower Funds and Remaining Unclaimed Borrower Funds (Checks Outstanding) (but not the Remaining Commingled Unclaimed Borrower Funds) to the State Agencies, who will be tasked with returning the Remaining Unclaimed Borrower Funds to Borrowers in accordance with each State’s laws regarding unclaimed property. <i>See</i> ¶ 2 of the Settlement Agreement.
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. No portion of the Remaining Commingled Unclaimed Borrower Funds will be turned over to the State Agencies. <i>See</i> ¶ 2(g) of the Settlement Agreement.
Wind Down Estate Release	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) ¹⁹ (the “ Wind Down Estates Release ”). <i>See</i> ¶ 4 of the Settlement Agreement.
State Agencies Release	The Participating State Agencies and any Other State Agencies that do not object to the Motion shall be deemed generally,

¹⁹ Pursuant to the Settlement Agreement, the “**Released Claims**” means all manners of Actions existing as of the Effective Date (as defined in the Settlement Agreement) 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, the term “Released Claims” includes all Actions existing as of the 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.

	<p>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 State Agency (the “State Agencies Release” and together with the Wind Down Estates Release, the “Mutual Releases”). See ¶ 3 of the Settlement Agreement.</p>
<p>Exculpation</p>	<p>To the maximum extent permitted by law, the Plan Administrator and the Wind Down Estates (and each of their respective employees, representatives, affiliates, officers, directors, advisors and attorneys) will be exculpated from all manners of Actions (as defined in the Settlement Agreement) 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 and execution of the Settlement Agreement (the “Exculpation”). See ¶ 5 of the Settlement Agreement.</p>
<p>Other State Agencies</p>	<p>Notice of the Motion and the Settlement Agreement shall also be provided to the unclaimed property division (the “Unclaimed Property Division”) of each State Agency that is not a Participating State Agency for which the Wind Down Estates hold Remaining Unclaimed Borrower Funds or Remaining Commingled Unclaimed Borrower Funds (collectively, the “Other State Agencies” and together with the Participating State Agencies, the “State Agencies”), which notice shall expressly state, among other things, (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 Unclaimed Property Division (ii) that if the Unclaimed Property Division does not timely object to the Motion, the order approving the Motion will provide that such Other State will be (a) entitled to receive the Remaining Unclaimed Borrower Funds allocable to such Unclaimed Property Division (but not the Remaining Commingled Unclaimed Borrower Funds applicable to such Other State Agency), and (b) deemed to have generally,</p>

	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, and (iii) subject to completing the NAUPA Form, that 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 rules or regulations for such Other State Agency. ²⁰ See ¶ 8(e) of the Settlement Agreement.
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**The Settlement Agreement Meets the Standard
For Approval Under Bankruptcy Rule 9019 and Should Be Approved**

26. The Plan Administrator, on behalf of the Wind Down Estates, seeks the Bankruptcy Court’s approval of the Settlement Agreement to resolve all disputes with respect to the administration of any Unclaimed Borrower Funds that were not returned to Borrowers in accordance with the procedures established in the Unclaimed Borrower Funds Order. The Plan Administrator, on behalf of the Wind Down Estates, submits that the Settlement Agreement is fair and reasonable, in the best interest of the Wind Down Estates, and that entry into the Settlement Agreement constitutes an appropriate exercise of the Wind Down Estates’ business judgment. The Settlement Agreement is the direct result of a court-guided mediation process, overseen by a court-approved Mediator, who endorses this Settlement Agreement and the relief requested in this Motion as fair and reasonable based on the record of good faith negotiations during the mediation. The Settlement Agreement will eliminate the burdens, expenses, and risks to the Wind Down Estates of a protracted and contentious litigation, including appeals, that is likely to arise if the Parties do not reach a settlement regarding the Unclaimed Borrower Funds. It provides finality to

²⁰ The Settlement Agreement also provides that, if an Other State Agency objects to the Motion, 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. Furthermore, in the event that the Bankruptcy Court declines to enter an order approving the Motion, or the Wind Down Estates terminate the Settlement Agreement upon the objection of an Other State Agency, the Settlement Agreement shall terminate and be of no further force or effect. See ¶ 8(f)-(g) of the Settlement Agreement.

long-standing, expensive, and complex disputes that have been hanging above the Wind Down Estates and will allow the Wind Down Estates to focus on efficiently winding down the remaining estates.

A. The Standard of Approval of the Settlement Agreement

27. Bankruptcy Rule 9019(a) provides that on motion and after notice and a hearing, “the court may approve a compromise or settlement.” Fed. R. Bankr. P. 9019(a). Bankruptcy Rule 9019(a) “empowers the Bankruptcy Court to approve compromises and settlements if they are in the best interests of the Estates.” *Vaughn v. Drexel Burnham Lambert Grp., Inc. (In re Drexel Burnham Lambert Grp., Inc.)*, 134 B.R. 499, 505 (Bankr. S.D.N.Y. 1991).

28. In granting a motion pursuant to Bankruptcy Rule 9019(a), a Court must find that the proposed settlement is fair and equitable and is in the best interests of the debtor’s estate. *See Protective Comm. for Indep. Stockholders of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 424 (1968); *In re Iridium Operating LLC*, 478 F.3d 452, 462 (2d Cir. 2007); *In re 47-49 Charles St., Inc.*, 209 B.R. 618, 620 (S.D.N.Y. 1997); *Air Line Pilots Ass’n, Int’l. v. Am. Nat’l Bank & Tr. Co. of Chicago (In re Ionosphere Clubs, Inc.)*, 156 B.R. 414, 426 (S.D.N.Y. 1993), *aff’d*, 17 F.3d 600 (2d Cir. 1994); *In re Sabine Oil & Gas Corp.*, 555 B.R. 180, 256 (Bankr. S.D.N.Y. 2016), *motion to certify appeal denied*, No. 16-CV-2561 (JGK), 2016 WL 6238616 (S.D.N.Y. Oct. 25, 2016), *and appeal dismissed as moot*, No. 16 CIV. 6054 (LAP), 2017 WL 477780 (S.D.N.Y. Feb. 3, 2017).

29. To be approved, “the settlement need not be the best that the debtor could have obtained.” *In re Adelpia Commc’ns Corp.*, 368 B.R. 140, 225 (Bankr. S.D.N.Y. 2007); *Sabine Oil & Gas*, 555 B.R. at 256-57. Further, in determining whether to approve a proposed settlement, a bankruptcy court need not decide the numerous issues of law and fact raised by the

settlement, but rather should “canvass the issues and see whether the settlement ‘fall[s] below the lowest point in the range of reasonableness.’” *Cosoff v. Rodman (In re W.T. Grant Co.)*, 699 F.2d 599, 608 (2d Cir. 1983) (quoting *Newman v. Stein*, 464 F.2d 689, 693 (2d Cir. 1972)); *In re Purofied Down Prods. Corp.*, 150 B.R. 519, 522 (S.D.N.Y. 1993) (in making the determination of reasonableness, the court need not conduct a “mini-trial” on the merits). “All that [the proponent of the settlement] must do is establish [that] it is prudent to eliminate the risks of litigation to achieve specific certainty though admittedly [the settlement] might be considerably less (or more) than were the case fought to the bitter end.” *Fla. Trailer & Equip. Co. v. Deal*, 284 F.2d 567, 573 (5th Cir. 1960) (citation omitted). In other words, “[a] bankruptcy court need not conduct an independent investigation into the reasonableness of the settlement but must only ‘canvass the issues and see whether the settlement falls below the lowest point in the range of reasonableness.’” *Adelphia Commc’ns Corp.*, 368 B.R. at 225 (citing *In re W.T. Grant Co.*, 699 F.2d 599, 608 (2d Cir. 1983)).

30. Relying on the guiding language of *TMT Trailer Ferry*, courts consider the following factors in evaluating the reasonableness of settlements:

- (1) the probability of success in litigation, with due consideration for the uncertainty in fact and law;
- (2) the difficulties of collecting any litigated judgment;
- (3) the complexity and likely duration of the litigation and any attendant expense, inconvenience, and delay;
- (4) the proportion of creditors who do not object to, or who affirmatively support, the proposed settlement;
- (5) the competence and experience of counsel who support the settlement;
- (6) the relative benefits to be received by members of any affected class;

(7) the extent to which the settlement is truly the product of arm's-length bargaining and not the product of fraud or collusion; and

(8) the debtor's informed judgment that the settlement is fair and reasonable.

See TMT Trailer Ferry, 390 U.S. at 424; *In re Ashford Hotels, Ltd.*, 226 B.R. at 804; *In re Best Prods. Co.*, 168 B.R. 35, 50 (Bankr. S.D.N.Y. 1994). In determining whether to approve a settlement, the Bankruptcy Court may exercise its discretion "in light of the general public policy favoring settlements." *In re Hibbard Brown & Co.*, 217 B.R. 41, 46 (Bankr. S.D.N.Y. 1998).

B. The Settlement Agreement Falls Well Within the Range of Reasonableness

31. The Settlement Agreement is fair and equitable, reasonable, and in the best interests of the Wind Down Estates. The Settlement Agreement is consistent with the objectives of chapter 11 and satisfies the requirements of *TMT Trailer Ferry*.

32. Best Interest of the Wind Down Estates. The Settlement Agreement is in the best interests of the Wind Down Estates. *First*, the Settlement Agreement provides finality to a long-standing, complex, and expensive dispute in which the Wind Down Estates have been involved for the last thirteen (13) months by reaching a consensual and reasonable resolution of the dispute. As such, the Settlement Agreement frees up the Wind Down Estates' time and resources to focus on winding down the remaining estates as efficiently as possible. *Second*, the Settlement Agreement provides a fair and equitable resolution of the dispute between the Parties and will benefit various creditor constituencies of the Wind Down Estates—the vast majority of the Unclaimed Borrower Funds that have not been returned to Borrowers to date (the Remaining Unclaimed Borrower Funds) will be turned over to the State Agencies, who will be tasked with returning those funds to Borrowers in accordance with applicable state laws, while a small portion of the Unclaimed Borrower Funds that have not been returned to Borrowers to date (the Remaining Commingled Unclaimed Borrower Funds) will be available for distribution to other creditors of

the Wind Down Estates in accordance with the Plan and the Confirmation Order. *Third*, as part of the Settlement Agreement, the Wind Down Estates, and the Participating State Agencies will no longer pursue any further litigation in connection with the Unclaimed Borrower Funds are exchanging mutual releases. Absent the Mutual Releases and Exculpation provided for in the Settlement Agreement, the Plan Administrator and the Wind Down Estates could potentially be mired in extensive and costly litigation, with no certainty of the outcome.

33. The Avoidance of Costly, Complex, and Time-Consuming Litigation.

Absent the Settlement Agreement, the Wind Down Estates and the State Agencies would likely engage in a costly, complex, and time-consuming litigation over the control and ownership of the Unclaimed Borrower Funds.²¹ Such litigation would require extensive discovery and would involve novel issues of law, including the intersection between the Bankruptcy Code and individual State escheatment laws, among others, and would necessarily divert the Wind Down Estates' and their advisors' resources and attention away from implementing an efficient wind-down of the remaining estates.²²

34. The outcome of such complex and protracted litigation would be uncertain and engaging in such litigation is unlikely to benefit the Wind Down Estates, State Agencies, States, or the Borrowers. The alternative, offered here, is a consensual agreement in lieu of

²¹ The Unclaimed Borrower Funds Order provided, among other things, that all rights, claims, and arguments of (a) the Plan Administrator, (b) the Wind Down Estates, (c) the holders of Term Loan Claims, (d) the governmental agencies, and (e) any Borrower with respect to the Remaining Unclaimed Borrower Funds (as defined in the Unclaimed Borrower Funds Order) were expressly preserved, and were not waived, released, or modified by the Unclaimed Borrower Funds Order. *See* Unclaimed Borrower Funds Order at ¶¶ 13(c). Because the rights, claims and arguments of the above parties have been preserved, there is a high likelihood of litigation if this Motion is not granted.

²² The Plan Administrator identified various legal issues that would need to be litigated and explained the Wind Down Estates' position in the *Plan Administrator's Omnibus Reply to Objections to Motion for Entry of Order in Aid of Execution of Third Amended Joint Chapter 11 Plan in Connection with Unclaimed Borrower Funds* (ECF No. 3078) at ¶¶ 14-24.

litigation and in furtherance of the Parties' shared common goal of returning as much of the Remaining Unclaimed Borrower Funds and Remaining Unclaimed Borrower Funds (Checks Outstanding) to the Borrowers as possible.

35. Experienced Counsel and Good Faith, Arm's-Length Bargaining.

Throughout the negotiation of the Settlement Agreement, each Party was advised by competent counsel and other professionals with significant and relevant experience. The Wind Down Estate's professionals, for their part, fully understand the difficulties of successfully concluding an issue of this size and complexity and indeed, have been analyzing, discussing, and negotiating these issues with the Participating State Agencies and their professionals for over thirteen (13) months. Furthermore, the professionals have a clear understanding of the implications that denying the Settlement Agreement could have on the administration of the Wind Down Estates.

36. Good Faith and Arm's Length Bargaining.

The Settlement Agreement is the product of vigorous good faith and arm's-length negotiations between and among the Parties and their advisors, overseen by a court-approved Mediator, who endorses this Settlement Agreement and the relief requested in this Motion as fair and reasonable based on the record of good faith negotiations during the mediation..

37. Consistent with the Objective of the Bankruptcy Code and Plan.

The Settlement Agreement is consistent with the objectives of the Bankruptcy Code and the Plan. Under the Plan, the Wind Down Estates are charged with winding down, dissolving, and liquidating the Estates and distributing any remaining assets in accordance with the Plan in a cost- and time-effective manner, and to maximize creditor recoveries. See Plan at § 1.184. The Settlement Agreement provides finality to a long-standing, expensive, and complex dispute in

which the Wind Down Estates have been involved for the last thirteen (13) months and will allow the Wind Down Estates to focus on winding down the remaining estates as efficiently as possible.

38. The Borrowers Benefit from the Settlement Agreement. Under the Settlement Agreement, each State Agency is obligated to return any Remaining Unclaimed Borrower Funds (but not the Remaining Commingled Unclaimed Borrower Funds) to Borrowers in accordance with each State's laws to be administered in accordance with each State's unclaimed property programs.

39. For the foregoing reasons, the Wind Down Estates' entry into the Settlement Agreement constitutes a valid exercise of the Wind Down Estates' business judgment, is fair and reasonable under the circumstances, is in the best interests of the Wind Down Estates, and should be approved.

Notice

40. Notice of this Motion will be provided in accordance with the procedures set forth in the *Order Implementing Certain Notice and Case Management Procedures* (ECF No. 211). Additionally, notice of this Motion will be provided to (a) the Participating State Agencies and (b) the governmental agencies included on the list attached as **Exhibit B** to this Motion. The Wind Down Estates respectfully submit that no further notice is required.

No Previous Request

41. No previous request for the relief sought herein has been made by the Wind Down Estates to this or any other Court.

Conclusion

42. The Settlement Agreement constitutes a valid exercise of the Wind Down Estates' business judgment, is fair and reasonable under the circumstances, is in the best interests of the Wind Down Estates, and should be approved.

WHEREFORE the Wind Down Estates respectfully request entry of the Proposed Order and such other and further relief as the Court may deem just and appropriate.

Dated: April 26, 2022
New York, New York

/s/ Sunny Singh
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
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Ray C. Schrock, P.C.
Richard W. Slack
Sunny Singh
Natasha S. Hwangpo

*Attorneys for the Plan Administrator
on Behalf of the Wind Down Estates*

Exhibit A

Proposed Order

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

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

**ORDER (I) AUTHORIZING AND APPROVING SETTLEMENT AGREEMENT
BETWEEN WIND DOWN ESTATES AND PARTICIPATING STATE AGENCIES
RESOLVING DISPUTES REGARDING ADMINISTRATION OF REMAINING
UNCLAIMED BORROWER FUNDS AND (II) GRANTING RELATED RELIEF**

Upon the motion, dated April 26, 2022 (ECF No. ___) (the “**Motion**”), of the Plan Administrator,² on behalf of Ditech Holding Corporation (f/k/a/ Walter Investment Management Corp.) and its debtor affiliates (excluding Reorganized RMS) (collectively, the “**Wind Down Estates**”), pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), seeking entry of an order (i) approving the settlement agreement attached hereto as **Exhibit 1** (the “**Settlement Agreement**”), (ii) authorizing to take actions to consummate the Settlement Agreement, (iii) authorizing to perform obligations under the Settlement Agreement,

¹ On September 26, 2019, the Court entered the *Order Confirming Third Amended Joint Chapter 11 Plan of Ditech Holding Corporation and Its Affiliated Debtors* (ECF No. 1404) (the “**Confirmation Order**”), which created the Wind Down Estates. On February 22, 2022, the Court entered the *Order Granting Entry of Final Decree (I) Closing Subsidiary Cases; and (II) Granting Related Relief* (ECF No. 3903) (the “**Closing Order**”). Pursuant to the Closing Order, the chapter 11 cases of the following Wind Down Estates were closed effective as of February 22, 2022: 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); Mortgage Asset Systems, LLC (8148); REO Management Solutions, LLC (7787); Reverse Mortgage Solutions, Inc. (2274); Walter Management Holding Company LLC (9818); and Walter Reverse Acquisition LLC (8837). Pursuant to the Closing Order, the chapter 11 case of Ditech Holding Corporation (the “**Remaining Wind Down Estate**”) (Case No. 19-10412 (JLG)) shall remain open and, as of February 22, 2022, all motions, notices and other pleadings relating to any of the Wind Down Estates shall be filed in the case of the Remaining Wind Down Estate. The last four digits of the Remaining Wind Down Estate’s federal tax identification number is (0486). The Remaining Wind Down Estate’s principal offices are located at 2600 South Shore Blvd., Suite 300, League City, TX 77573.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion, the Confirmation Order, or the *Third Amended Joint Chapter 11 Plan of Ditech Holding Corporation and Its Affiliated Debtors* (ECF No. 1404, Ex. A) (the “**Plan**”), as applicable.

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 the Court having held a hearing on May 26, 2022 to consider the relief requested in the Motion (the “**Hearing**”); and upon the record of the Hearing; 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.³ 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 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

³ 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.

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.⁴ 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 Borrower Funds, provided such data is provided for information only and will not be filed in the NAUPA Form or other applicable filing.

⁴ 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.

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 _____, 2022
New York, New York

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 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 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 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.¹

“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.

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

“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 (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 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.² 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.³ 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

² 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.

³ 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.

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 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.⁴ 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.

⁴ 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..

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 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, 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 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.

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. This Settlement Agreement will be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the State of New York (including Section 5-1401 of the New York General Obligations Law), without regard to conflicts of laws principles that would require the application of the law of another jurisdiction. The Bankruptcy Court shall have exclusive jurisdiction over any action or proceeding with respect to the enforcement or interpretation 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.

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**

By: _____

Name:

Title:

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: []
Title: []

Exhibit A

	Participating State	Participating State Agency
1	California	California State Controller
2	District of Columbia	District of Columbia Office of Finance and Treasury
3	Georgia	Georgia Department Of Revenue
4	Illinois	Illinois State Treasurer's Office
5	Indiana	State of Indiana Office of the Attorney General
6	Iowa	State Treasurer of Iowa's Office
7	Massachusetts	Commonwealth of Massachusetts State Treasurer's Office
8	Missouri	Missouri State Treasurer's Office
9	Montana	Montana Department of Revenue
10	New Jersey	New Jersey Department of the Treasury
11	Ohio	Ohio Department of Commerce
12	Oregon	Oregon State Treasury
13	Tennessee	Tennessee Department of Treasury
14	Texas	Texas Comptroller of Public Accounts
15	West Virginia	West Virginia State Treasurer's Office

Exhibit B

Governmental Agencies

State	Governmental Agency	Address
AK	Alaska Department of Revenue Treasury Division Unclaimed Property Program	Address 1: 333 Willoughby Ave 11th Floor State Office Building Juneau, AK 99801 Address 2: P.O. Box 110405 Juneau, AK 99811-0405
AL	State of Alabama Office of State Treasurer Unclaimed Property Division	Address 1: RSA Union Building 100 North Union Street, Suite 636 Montgomery, AL 36104 Address 2: P.O. Box 302520 Montgomery, AL 36130-2520
AR	Arkansas State Auditor Unclaimed Property Division	1401 West Capitol Ave, Suite 325 Little Rock, AR 72201
AZ	Arizona Department of Revenue Unclaimed Property Unit	1600 W Monroe Phoenix, AZ 85007-2650
CO	Colorado Department of the Treasury The Great Colorado Payback Office	200 E Colfax Ave, Room 141 Denver, CO 80203-1722
CT	Treasurer, State of Connecticut Unclaimed Property Division	Address 1: 165 Capitol Avenue Hartford, CT 06106 Address 2: P.O. Box 150435 Hartford, CT 06115-0435
DE	Delaware Department of Finance Office of Unclaimed Property	P.O. Pox 8931 Wilmington, DE 19899-8931
FL	Florida Department of Financial Services	200 E. Gaines Street Larson Building

	Reporting Section – Bureau of Unclaimed Property	Tallahassee, FL 32399-0358
HI	State of Hawaii Unclaimed Property Program	1 Capitol District Building 250 S. Hotel Street Room 304 Honolulu, HI 96813
ID	Idaho State Treasurer’s Office Unclaimed Property	Address 1: 304 N 8th St Suite 208 Boise, ID 83702 Address 2: P.O. Box 83720 Boise, ID 83720-9101
KS	Kansas Unclaimed Property Department	900 SW Jackson St. Suite 201 Topeka, KS 66612
KY	Kentucky Department of Treasury Unclaimed Property Division	1050 US Hwy 127 South Suite 100 Frankfort, KY 40601
LA	Louisiana Department of the Treasury Unclaimed Property Division	Address 1: 1051 N. 3rd Street Room 150 Baton Rouge, LA 70802 Address 2: P.O. Box 91010 Baton Rouge, LA 70821-9010
MD	Comptroller of Maryland Unclaimed Property Unit	Address 1: 301 W. Preston Street Room 310 Baltimore, MD 21201-2385 Address 2: P.O. Box 17161 Baltimore, MD 21297-1161
ME	State Treasurer’s Office Unclaimed Property Division	39 State House Station Augusta, ME 04333-0039
MI	Michigan Department of Treasury Unclaimed Property Division	Address 1: 7285 Parsons Drive Dimondale, MI 48821 Address 2: P.O. Box 30756 Lansing, MI 48909

MN	Minnesota Department of Commerce	85 7th Place East Suite 280 St. Paul, MN 55101-2198
MS	Office of the State Treasurer Unclaimed Property Division	Address 1: 501 North West Street Suite 1101 Jackson, MS 39201 Address 2: P.O. Box 138 Jackson, MS 39205-0138
NC	North Carolina Department of State Treasurer Unclaimed Property Division	3200 Atlantic Avenue Raleigh, NC 27604-1668
ND	North Dakota State Land Department Unclaimed Property Division	Address 1: 1707 North 9th Street Bismarck, ND 58501 Address 2: P.O. Box 5523 Bismarck, ND 58506-5523
NE	Nebraska State Treasurer Unclaimed Property Division	809 P Street Lincoln, NE 68505-1390
NH	State of New Hampshire Treasury Department Abandoned Property Division	25 Capitol Street Room 205 Concord, NH 03301-6312
NM	Taxation And Revenue Department Attn: Unclaimed Property Office	P.O. Box 25123 Santa Fe, NM 87504-5123
NV	State of Nevada, Office of the Treasurer Nevada Unclaimed Property	555 E. Washington Ave Suite 4200 Las Vegas, NV 89101-1070
NY	New York State Office of the State Comptroller Office of Unclaimed Funds	110 State Street Remittance Control 2nd Floor Albany, NY 12236
OK	Oklahoma State Treasurer Unclaimed Property Division	9520 N. May Ave. Lower Level Oklahoma City, OK 73120

PA	Commonwealth of Pennsylvania Bureau of Unclaimed Property	Address 1: Lockbox 53473 101 N. Independence Mall East Philadelphia, PA 19106 Address 2: P.O. Box 783473 Philadelphia, PA 19178-3473
PR	Puerto Rico Commissioner of Financial Institutions Unclaimed Funds Division	Edif. Centro Europa Suite 600 1492 Ave. Ponce De Leon San Juan, PR 00907-4024
RI	Office of the General Treasurer Unclaimed Property Division	Address 1: 50 Service Ave 2nd Floor Warwick, RI 02886 Address 2: P.O. Box 1435 Providence, RI 02901-1435
SC	South Carolina State Treasurer Unclaimed Property Program	1200 Senate Street, Suite 214 Wade Hampton Building Columbia, SC 29201
SD	State Treasurer's Office Unclaimed Property Division	500 E. Capitol Avenue Suite 212 Pierre, SD 57501
UT	Utah State Treasurer Unclaimed Property Division	Address 1: 350 N State Street Suite 180 Salt Lake City, UT 84114 Address 2: P.O. Box 142321 Salt Lake City, UT 84114-2321
VA	Commonwealth of Virginia Department of the Treasury Division of Unclaimed Property	Address 1: P.O. Box 2478 Richmond, VA 23218-2478 Address 2: 101 North 14th Street 3rd Floor Richmond, VA 23219

VI	Office of the Lieutenant Governor Division of Banking & Insurance - Unclaimed Property	No. 5049 Kongens Gade Charlotte Amalie St. Thomas, VI 00802
VT	Vermont State Treasurer's Office Unclaimed Property Division	109 State Street Pavilion Bldg (4th Floor) Montpelier, VT 05609-6200
WA	State of Washington Department of Revenue Unclaimed Property Section	Address 1: 2500 E Valley Road Suite C Renton, W 98057 Address 2: P.O. Box 34053 Seattle, WA 98124-1053
WI	Wisconsin Department of Revenue Unclaimed Property Section	Address 1: P.O. Box 8982 Madison, WI 53708-8982 Address 2: 2135 Rimrock Road Madison, WI 53714
WY	Wyoming State Treasurer's Office	Herscher Building East 122 West 25th St., Suite E300 Cheyenne, WY 82002

Exhibit C

**Remaining Unclaimed Borrower Funds and Remaining Unclaimed Borrower Funds
(Checks Outstanding) by State, as of April 19, 2022**

State	Number of Checks	Check Amount
AK	58	\$29,808.32
AL	1,099	\$277,712.31
AR	394	\$78,581.49
AZ	1,602	\$515,739.05
CA	9,626	\$2,388,206.54
CO	1,272	\$544,483.00
CT	553	\$160,101.66
DC	103	\$58,035.41
DE	187	\$63,244.08
FL	4,433	\$1,678,750.20
GA	1,752	\$523,448.73
HI	211	\$117,923.81
IA	234	\$70,816.32
ID	329	\$81,603.48
IL	2,017	\$651,311.29
IN	938	\$222,182.85
KS	324	\$112,197.75
KY	443	\$116,046.96
LA	913	\$273,707.11
MA	1,262	\$348,435.77
MD	2,844	\$427,117.19
ME	272	\$37,078.53
MI	2,204	\$568,445.38
MN	760	\$195,126.06
MO	984	\$332,263.13
MS	510	\$130,055.79
MT	124	\$28,779.17
NC	1,692	\$488,125.25
ND	44	\$7,667.13
NE	138	\$57,011.84
NH	264	\$82,651.64
NJ	951	\$432,609.98
NM	341	\$86,384.84
NV	819	\$249,472.24
NY	1,859	\$445,475.20
OH	1,400	\$398,606.04
OK	572	\$175,705.87
OR	641	\$197,723.08

State	Number of Checks	Check Amount
PA	1,270	\$401,666.94
PR	50	\$12,768.24
RI	133	\$32,296.38
SC	938	\$233,411.80
SD	53	\$15,318.88
TN	1,018	\$312,414.19
TX	5,181	\$1,455,190.67
UT	483	\$155,363.80
VA	1,310	\$541,011.83
VI	16	\$3,369.58
VT	103	\$16,000.47
WA	976	\$375,304.84
WI	925	\$192,845.29
WV	172	\$33,833.65
WY	97	\$35,572.05
Total	56,894	\$16,469,003.10

Exhibit D

**Remaining Commingled Unclaimed Borrower Funds
by State, as of April 19, 2022**

State	Number of Checks	Check Amount
AK	28	\$2,953.62
AL	1,100	\$87,110.20
AR	440	\$22,485.46
AZ	586	\$66,680.31
CA	4,110	\$427,136.07
CO	861	\$58,211.37
CT	164	\$17,423.25
DC	52	\$10,131.90
DE	153	\$4,629.45
FL	3,234	\$324,283.13
GA	3,722	\$143,350.93
HI	124	\$17,710.45
IA	163	\$7,987.27
ID	276	\$14,461.70
IL	1,185	\$106,410.75
IN	493	\$26,011.98
KS	381	\$13,774.20
KY	510	\$19,164.07
LA	1,195	\$80,259.66
MA	977	\$67,035.97
MD	454	\$65,516.88
ME	135	\$8,354.33
MI	939	\$78,422.44
MN	250	\$15,412.83
MO	937	\$39,108.91
MS	1,476	\$47,149.45
MT	107	\$5,413.69
NC	1,496	\$90,636.79
ND	30	\$457.82
NE	158	\$6,344.06
NH	183	\$5,421.74
NJ	505	\$60,783.84
NM	484	\$30,770.22
NV	243	\$21,812.88
NY	1,458	\$116,926.20
OH	9,513	\$200,233.70
OK	710	\$48,516.81
OR	323	\$29,944.19
PA	973	\$61,123.42

State	Number of Checks	Check Amount
PR	6	\$903.90
RI	60	\$3,557.78
SC	1,772	\$97,562.90
SD	76	\$3,055.22
TN	1,404	\$59,266.85
TX	4,082	\$264,944.02
UT	225	\$16,996.11
VA	1,130	\$70,101.73
VI	2	\$52.02
VT	61	\$4,386.82
WA	641	\$76,336.34
WI	446	\$22,832.97
WV	363	\$9,730.96
WY	117	\$5,594.24
Total	50,513	\$3,084,883.80