

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA**

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MICHAEL E. VACEK, JR., derivatively on behalf of WALTER INVESTMENT MANAGEMENT CORP.,	)	
	)	
Plaintiff,	)	
v.	)	Case 2:17-cv-02820-JCJ
	)	
GEORGE M. AWAD, DANIEL G. BELTZMAN, MICHAEL M. BHASKARAN, NEAL P. GOLDMAN, WILLIAM J. MEURER, ALVARO G. de MOLINA, VADIM PERELMAN, and ANTHONY N. RENZI,	)	
	)	
Defendants,	)	
and	)	
	)	
WALTER INVESTMENT MANAGEMENT CORP.,	)	
Nominal Defendant.	)	

**STIPULATION AND AGREEMENT OF SETTLEMENT**

This Stipulation and Agreement of Settlement, dated as of October 17, 2018 (the “Stipulation”) is entered into between (a) Plaintiff Michael E. Vacek, Jr. (“Plaintiff”), derivatively on behalf of Walter Investment Management Corp., now known as Ditech Holding Corporation (“WIMC”), (b) Nominal Defendant WIMC, and (c) Defendants George M. Awad, Daniel G. Beltzman, Michael M. Bhaskaran, Neal P. Goldman, William J. Meurer, Alvaro G. de Molina, Vadim Perelman, and Anthony N. Renzi (“Defendants”), and embodies the terms and conditions of the settlement of the above-captioned action (the “Action”). Subject to the approval of the Court and the terms and conditions expressly provided herein, this Stipulation fully, finally and forever compromises, settles, releases, resolves, and dismisses with prejudice the Action and all claims

asserted in the Action. All terms with initial capitalization have the meanings ascribed to them in ¶ 1.

WHEREAS:

A. On June 22, 2017, Plaintiff initiated this Action by filing a Verified Shareholder Derivative Complaint.

B. On August 3, 2017, WIMC and Defendants moved to dismiss the Action.

C. On September 13, 2017, Plaintiff filed a Verified Shareholder Amended Derivative Complaint. As amended, the Action asserts claims on behalf of WIMC against Defendants alleging breach of fiduciary duties, unjust enrichment, and waste of corporate assets involving, among other things, the origination, underwriting, and appraisal of mortgage products, claims by, and settlements with, government agencies concerning the origination, underwriting, and appraisal of mortgage products, and accounting and financial reporting related to default servicing activities, including, but not limited to, errors in financial statements and weaknesses in internal controls over financial reporting with respect to foreclosure tax liens, foreclosure related advances, processing and oversight of loans in bankruptcy, adjustments of reserves, and valuation allowances on deferred tax asset balances.

D. On October 5, 2017, WIMC and Defendants again moved to dismiss the Action.

E. WIMC and Defendants' motions to dismiss contended that Plaintiff lacked standing to pursue the claims in the Action because Plaintiff was required to—but did not—first demand that WIMC's board of directors pursue the claims alleged in the Action on WIMC's behalf. The motions to dismiss also contended that Plaintiff's claims failed under WIMC's charter and Md. Code Ann., Md. Cts. & Jud. Proc. § 5-418, pursuant to which a claim against WIMC directors and officers must be dismissed absent allegations that the directors and officers "actually received an

improper benefit or profit in money” or directors’ and officers’ “action, or failure to act, was the result of active and deliberate dishonesty,” and, Defendants contended, Plaintiff failed to allege facts showing that WIMC’s directors and officers received an improper benefit or that they acted with active and deliberate dishonesty.

F. On November 6, 2017, Plaintiff opposed the motion to dismiss the Amended Complaint. On November 29, 2017, WIMC and Defendants filed reply papers in further support of the motion to dismiss.

G. On November 20, 2017, WIMC commenced a voluntary bankruptcy proceeding. From November 30, 2017 to February 9, 2018 the Action was automatically stayed pursuant to 11 U.S.C. § 362 until the bankruptcy case concluded.

H. On April 26, 2018, the Court denied WIMC’s and Defendants’ motion to dismiss on the ground that Plaintiff was not required to make a pre-suit demand on the Board. The Court did not address the second ground for the motion: that Plaintiff’s claims failed under WIMC’s charter and Md. Code Ann. Md. Cts & Jud. Proc. § 5-418 because, Defendants contended, Plaintiff was required to—but did not—allege that WIMC’s directors and officers received an improper benefit or that they acted with active and deliberate dishonesty.

I. On May 9, 2018, WIMC and Defendants moved for reconsideration or certification to the United States Court of Appeals for the Third Circuit of the Court’s denial of the motion to dismiss. Plaintiff, WIMC, and Defendants then began discussing a possible resolution of the Action.

J. On July 2, 2018, before Plaintiff responded to the motion for reconsideration or certification, Plaintiff, WIMC and Defendants entered into a memorandum of understanding to settle the Action and release all claims asserted against Defendants in the Action in exchange for

WIMC's adoption of corporate governance measures stated in the Memorandum of Understanding, contingent on satisfactory completion of this Stipulation of Settlement. This Stipulation reflects the Parties' final and binding agreement.

K. Based upon their investigation and prosecution of the case, Plaintiff and Plaintiff's Counsel have concluded that the terms and conditions of this Stipulation are fair, reasonable and adequate to Plaintiff and WIMC, and in their best interests. With the advice of Plaintiff's Counsel, Plaintiff has agreed to settle and release the claims in the Action pursuant to the terms and provisions of this Stipulation, including the releases provided for in this Stipulation, after considering, among other things, the benefits that WIMC will receive in the Settlement, and the substantial risks and costs of continued litigation, including the pending motion for reconsideration or certification, motions for summary judgment, trial, and appeals.

L. WIMC and Defendants are entering into this Stipulation solely to eliminate the uncertainty, burden and expense and risk of further protracted litigation. Defendants deny the claims alleged by Plaintiff in the Action, including, among other things, that Defendants breached any fiduciary duties, were unjustly enriched or wasted corporate assets in the manner alleged in the Action or in any other way. Defendants maintain that they have meritorious defenses to all claims alleged in the Action and all claims released in the Settlement provided for in this Stipulation. Defendants further deny that Plaintiff or WIMC suffered damages as a result of any wrongful act by Defendants. WIMC, which has indemnification obligations to Defendants under WIMC's certificate of incorporation and bylaws, and Defendants nonetheless have concluded that continued litigation of the Action, including, if the pending motion for reconsideration or certification is denied, further motions, discovery, trial, and appeals, would be protracted, burdensome, and expensive, and that it is desirable and beneficial to WIMC and Defendants that

the Action be fully and finally compromised, settled, and terminated in the manner and upon the terms and conditions stated in this Stipulation, including the releases provided for in this Stipulation.

M. The Parties agree that the Action was initiated, filed and prosecuted by Plaintiff in good faith and defended by WIMC and Defendants in good faith, that the Action is being voluntarily settled with the advice of counsel, and that the terms of the Settlement are fair, adequate and reasonable.

N. NOW THEREFORE, it is hereby STIPULATED AND AGREED, by Plaintiff (individually and on behalf of WIMC) and WIMC and Defendants, by and through their respective undersigned attorneys and subject to the approval of the Court, that, in consideration of the benefits flowing to Plaintiff, WIMC and Defendants from the Settlement, all Released Plaintiff's Claims (defined below) as against WIMC's Releasees (defined below) and Defendants' Releasees (defined below) and all Released WIMC Claims (defined below) and Released Defendants' Claims (defined below) as against the Plaintiff's Releasees (defined below) shall be settled and released, upon and subject to the terms and conditions set forth below.

#### **DEFINITIONS**

1. As used in this Stipulation and its exhibits, the following capitalized terms shall have the following meanings:

(a) "Action" means the action styled *Vacek v. Awad*, No. 2:17-cv-02820-JCJ, pending in the United States District Court for the Eastern District of Pennsylvania.

(b) "Attorneys' Fees and Litigation Expenses" means the attorneys' fees, costs and expenses WIMC and Defendants will cause their insurance carrier to pay, and that WIMC and Defendants' insurance carrier has agreed to pay, to Plaintiff's Counsel, set forth in ¶¶ 9-12, subject

to Court approval, for the benefits Plaintiff and Plaintiff's Counsel have conferred upon WIMC by the initiation, prosecution, and settlement of the Action.

(c) "Counsel" means "Plaintiff's Counsel, Defendants' Counsel, and WIMC's Counsel.

(d) "Court" means the United States District Court for the Eastern District of Pennsylvania.

(e) "Defendants" means George M. Awad, Daniel G. Beltzman, Michael M. Bhaskaran, Neal P. Goldman, William J. Meurer, Alvaro G. de Molina, Vadim Perelman, and Anthony N. Renzi.

(f) "Defendants' Counsel" means Dechert, LLP.

(g) "Defendants' Releasees" means Defendants, Defendants' Counsel, and each of their present and former predecessors, successors, affiliates, employees, general partners, attorneys, accountants, auditors, bankers, advisors, agents, assigns, assignees, indemnifiers, insurers, reinsurers, heirs, estates, executors, trustees, administrators, or trusts, in their capacities as such.

(h) "Effective Date" means the first business day after all of the conditions specified in ¶ 15 below have occurred or been waived.

(i) "Excluded Claims" means (i) claims asserted in the class action pending in the United States District Court for the Eastern District of Pennsylvania styled *Elkin v. Walter Investment Management Corp., et al.*, Class Action No. 2:17-cv-02025-JCJ, (ii) claims by Defendants or other Defendants' Releasees or WIMC or other WIMC's Releasees against his, her, its, or their insurers, and (iii) claims relating to the enforcement of this Stipulation and the Settlement.

(j) “Final,” with respect to the Judgment or any other court order means the latest of: (i) if no appeal is filed, the expiration of the time for filing or noticing any appeal under the Federal Rules of Appellate Procedure, *i.e.*, thirty (30) days after entry of the Judgment or order; or (ii) if an appeal or appeals are filed, (a) the date on which all appeals have been dismissed and the expiration of the time for filing or noticing any motion or motions for reconsideration or reargument or petition or petitions for a writ of certiorari or other form of further appeal or review, and, in the event of the filing of any motion or motions for reconsideration or reargument or petition or petitions for a writ of certiorari or other form of further appeal or review, the date on which all such proceedings are completed in a manner resulting in the dismissal remaining in place, or (b) the date on which the Judgment or order is affirmed on appeal and the expiration of the time for filing of any motion or motions for reconsideration or reargument or petition or petitions for a writ of certiorari or other form of further appeal or review, or the denial of any such motion or motions for reconsideration or reargument or petition or petitions for a writ of certiorari or other form of further appeal or review, and, if further review or certiorari is granted, the date on which all such proceedings are completed in a manner resulting in the Judgment or order remaining in place. However, no appeal or proceeding or subsequent judicial review pertaining solely to a provision of the Judgment or order with respect to Attorneys’ Fees and Litigation Expenses shall in any way delay or preclude the Judgment or any order from becoming Final.

(k) “Judgment” means the final judgment, substantially in the form attached hereto as Exhibit C or as otherwise agreed upon by the Parties, entered by the Court approving the Settlement.

(l) “Notice” means the Notice of Proposed Settlement of Derivative Action and Motion for an Award of Attorneys’ Fees and Litigation Expenses, substantially in the form attached as Exhibit B.

(m) “Parties” means Plaintiff, Defendants, and WIMC.

(n) “Party” means each of Plaintiff, Defendants, and WIMC.

(o) “Person” means any individual, corporation, professional corporation, limited liability company, partnership, limited partnership, limited liability partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, or any other business or legal entity.

(p) “Plaintiff” means Michael E. Vacek, Jr.

(q) “Plaintiff’s Counsel” means the Donovan Litigation Group, LLC and Gainey McKenna & Egleston.

(r) “Plaintiff’s Releasees” means Plaintiff, Plaintiff’s Counsel, and their respective present and former predecessors, successors, affiliates, employees, general partners, managers, attorneys, accountants, auditors, bankers, advisors, agents, assigns, assignees, indemnifiers, insurers, reinsurers, heirs, estates, executors, trustees, administrators, or trusts, in their capacities as such.

(s) “Preliminary Approval Order” means the order, substantially in the form attached as Exhibit A or as otherwise agreed upon by the Parties, to be entered by the Court preliminarily approving the Settlement, directing that notice of the Settlement be provided in the manner provided for in the Preliminary Approval Order, and scheduling the Settlement Hearing.

(t) “Released Claims” means Released Defendants’ Claims, Released WIMC Claims, and Released Plaintiff’s Claims.

(u) “Released Defendants’ Claims” means all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, common or foreign law, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims asserted in the Action. Released Defendants’ Claims do not include the Excluded Claims.

(v) “Released Plaintiff’s Claims” means all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, common or foreign law, that Plaintiff has asserted in the Action or could have asserted in the Action or other action in any forum arising out of or based on the allegations, transactions, facts, claims, matters or occurrences involved, set forth, or referred to in the Action, concerning, among other things, the origination, underwriting, and appraisal of mortgage products, claims by, and settlements with, government agencies concerning the origination, underwriting, and appraisal of mortgage products, and accounting and financial reporting related to default servicing activities, including, but not limited to, errors in financial statements and weaknesses in internal controls over financial reporting with respect to foreclosure tax liens, foreclosure related advances, processing and oversight of loans in bankruptcy status, adjustments of reserves, and valuation allowances on deferred tax asset balances. Released Plaintiff’s Claims do not include the Excluded Claims.

(w) “Released WIMC Claims” means all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, common or foreign law, that arise out of or relate in any way to the subject matter of the Released Plaintiff’s Claims and the Released Defendants’ claims. Released WIMC Claims do not include the Excluded Claims.

(x) “Releasee(s)” means Plaintiff’s Releasees, Defendants’ Releasees, and WIMC’s Releasees.

(y) “Releases” means the releases set forth in ¶¶ 4-5 of this Stipulation.

(z) “Settlement” means the settlement provided for in this Stipulation.

(aa) “Settlement Hearing” means the hearing set by the Court pursuant to Federal Rule of Civil Procedure 23.1(c) to consider final approval of the Settlement.

(bb) “Stipulation” means this Stipulation, including Exhibits A-C.

(cc) “Unknown Claims” means any Released Claims that Plaintiff, WIMC, or Defendants or any of the Defendants does not know or suspect to exist in his or its favor at the time of the release of the Released Claims, which, if known by him or it, might have affected his or its decision(s) with respect to the Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date, Plaintiff, WIMC, and Defendants shall be deemed to have waived, and by operation of the Judgment shall have, to the fullest extent permitted by law, waived and relinquished any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Plaintiff, WIMC, and Defendants acknowledge that Plaintiff, WIMC, or Defendants may hereafter discover facts, legal theories, or authorities in addition to or different from those which he or they now knows or believes to be true with respect to the subject matter of the Released Claims, but that Plaintiff, WIMC, and Defendants intend to, and upon the Effective Date, by operation of the Judgment, shall be deemed to have, and shall have, settled and released, fully,

finally, and forever, the Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which have existed, now exist, or will exist, upon any theory of law or equity, including, but not limited to, conduct which is negligent, reckless, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. Plaintiff, WIMC, and Defendants acknowledge that the inclusion of “Unknown Claims” in Released Plaintiff’s Claims, Released Defendants’ Claims, and Released WIMC Claims was separately bargained for and was a material and essential element of this Stipulation and the Settlement.

(dd) “WIMC” means Walter Investment Management Corp., now known as Ditech Holding Corporation.

(ee) “WIMC’s Counsel” means Hangley Aronchick Segal Pudlin & Schiller and Weil, Gotshal & Manges LLP.

(ff) “WIMC’s Releasees” means WIMC, WIMC’s Counsel, and their respective present and former predecessors, successors, affiliates, employees, directors, officers, general partners, managers, attorneys, accountants, auditors, bankers, advisors, agents, assigns, assignees, indemnifiers, insurers, reinsurers, heirs, estates, executors, trustees, administrators, or trusts, in their capacities as such.

### **PRELIMINARY APPROVAL OF SETTLEMENT**

2. Promptly following execution of this Stipulation, Plaintiff will move for preliminary approval of the Settlement and entry of the Preliminary Approval Order, and the scheduling of the Settlement Hearing. WIMC and Defendants shall not oppose this motion.

### **RELEASE OF CLAIMS**

3. The obligations incurred pursuant to this Stipulation are in consideration of: (i) the full and final disposition of the Action; and (ii) the Releases provided for herein.

4. Pursuant to the Judgment, without further action by anyone, upon the Effective Date, Plaintiff, derivatively on behalf of WIMC, and Plaintiff's and WIMC's respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally and forever compromised, settled, released, dismissed, resolved, relinquished, waived and discharged the Released Plaintiff's Claims against Defendants' Releasees and WIMC's Releasees, and shall forever be barred and enjoined from directly or indirectly prosecuting, maintaining, intervening in, or participating in, individually, derivatively, as a class member or otherwise, the Released Plaintiff's Claims against Defendants' Releasees and WIMC's Releasees. This release shall not apply to the Excluded Claims.

5. Pursuant to the Judgment, without further action by anyone, upon the Effective Date, Defendants and WIMC, on behalf of themselves and their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally and forever compromised, settled, released, dismissed, resolved, relinquished, waived and discharged the Released Defendants' Claims and the Released WIMC Claims against Plaintiff and Plaintiff's Releasees, and shall forever be barred and enjoined from directly or indirectly prosecuting, maintaining, intervening in, or participating in, individually, derivatively, as a class member or otherwise, the Released Defendants' Claims and the Released WIMC Claims against any of the Plaintiff's Releasees. This release shall not apply to the Excluded Claims.

6. Notwithstanding ¶¶ 4-5 above, nothing in the Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of this Stipulation or the Judgment.

### **SETTLEMENT CONSIDERATION**

7. In consideration of the settlement of the Released Plaintiff's Claims against Defendants' Releasees and WIMC's Releasees, WIMC has adopted or will adopt the following corporate governance measures:

(a) Since the commencement of this lawsuit on June 22, 2017, WIMC has "refreshed" its board of directors, board committees, and senior management as follows:

- (i) A majority of the Board's current members are new directors who joined the Board in 2018: of nine current directors, 1 joined in December 2015 (Daniel Beltzman); 1 joined in June 2016 (George Awad); 1 joined in January 2017 (Neal Goldman); and 6 joined in February 2018 (David Ascher, Seth Bartlett, John Brecker, Thomas Miglis, Thomas Marano, and Samuel Ramsey). All eight of the Board's non-employee directors are independent under the NYSE listing requirements.
- (ii) WIMC hired a new Chief Executive Officer in 2018, Thomas Marano.
- (iii) WIMC hired a new Chief Financial Officer in 2018, Jerry Lombardo.
- (iv) WIMC hired a new Chief Operating Officer in 2018, Ritesh Chaturbedi.
- (v) A majority of the Board's Audit Committee consists of directors who joined the Board in 2018: on June 1, 2017, the Audit Committee consisted of Michael Bhaskaran, Alvaro De Molina, Neal Goldman, and William Meurer; as of April 20, 2018 the Audit Committee consists of John Brecker, Neal Goldman, and Samuel Ramsey. All members of the Audit Committee are independent under Rule 10A-3(b)(1) of the Securities Exchange Act of 1934, as amended.
- (vi) A majority of the Board's Compensation Committee consists of directors who joined the Board in 2018: on June 1, 2017, the Compensation Committee consisted of Daniel Beltzman, Alvaro De Molina, Neal Goldman, and Vadim Perelman; as of April 20,

2018 the Compensation Committee consists of Seth Bartlett, Daniel Beltzman, and Thomas Miglis.

- (vii) A majority of the Board's Finance Committee consists of directors who joined the Board in 2018: on June 1, 2017, the Finance Committee consisted of Daniel Beltzman, Alvaro De Molina, Neal Goldman, and Vadim Perelman; as of April 20, 2018 the Finance Committee consists of George Awad, John Brecker, and Samuel Ramsey.

(b) Since the commencement of this lawsuit, WIMC has adopted the following corporate governance measures:

- (i) The Board amended its Corporate Governance Guidelines to provide that when the Chairman of the Board is not an independent director the Board will consider appointment of a Lead Independent Director, and added an Appendix to its Corporate Governance Guidelines describing the duties of the Lead Independent Director. In May 2018, the Board appointed Seth Bartlett, a director who joined the Board in 2018, to serve as Lead Independent Director.
- (ii) The Board created a Technology and Operations Committee, consisting of directors who joined the Board in 2018: David Ascher, Seth Bartlett, and Thomas Miglis.
- (iii) The Board approved an equity incentive plan (the Ditech Holding Corporation 2018 Equity Incentive Plan) providing for clawbacks of compensation where:
  - (a) the "compensation [is] . . . based on financial statements that are subsequently required to be restated in a way that would decrease the value of such compensation;" or
  - (b) within one year of the exercise or vesting of the compensation award (i) "Service is terminated for Cause," (ii) "Participant is subject to any recoupment of benefits pursuant to [WIMC's] compensation recovery, 'clawback' or similar policy, as may be in effect from time to time," or (iii) "Committee determines in its discretion either that, (1) during the Participant's period of Service, the Participant engaged in an act or omission which would have warranted termination of the Participant's Service for Cause or (2) after a Participant's termination of Service, the Participant engaged in conduct that materially violated any

continuing obligation or duty of the Participant in respect of [WIMC] or any Subsidiary.”

- (iv) WIMC has updated its website to ensure the correct listing of current members of all Board Committees.

(c) WIMC agrees to adopt the following additional corporate governance measures no later than thirty (30) calendar days following the Effective Date:

- (i) The Board’s Lead Independent Director and Compliance Committee will oversee annual self-evaluation of the Board and all Board Committees other than the Compliance Committee. The Lead Independent Director and the Audit Committee will oversee the Board’s annual self-evaluation of the Compliance Committee.
- (ii) WIMC will amend its Corporate Governance Guidelines to reimburse directors for the cost of attending continuing director education programs in order to encourage directors to attend such programs and maintain the level of expertise required to perform their responsibilities as directors.
- (iii) WIMC will amend its Compliance Committee charter to provide that the Chief Risk and Compliance Officer will report to the Compliance Committee at least quarterly.
- (iv) The Board will amend the charters of the Audit Committee and the Compliance Committee to require that the Audit Committee and the Compliance Committee hold one joint meeting per year.
- (v) WIMC will require employees to certify annually that they have reviewed WIMC’s Code of Conduct and completed all required compliance training.

(d) WIMC agrees to keep the corporate governance measures stated in ¶¶ 7(b)-7(c) in place for at least three (3) years, unless (i) a majority of the Board’s non-management directors determine in the exercise of their business judgment that maintenance of a particular measure no longer serves the best interests of WIMC or (ii) WIMC’s General Counsel advises the Board that modification is required by law.

8. WIMC acknowledges that the filing of the Action was a contributing factor in the adoption and implementation of the corporate governance measures stated in ¶¶ 7(a)-7(b) and a

substantial contributing factor in the adoption and implementation of the corporate governance measures stated in ¶ 7(c) and that these corporate governance measures confer a material benefit on WIMC and its stockholders.

### **ATTORNEYS' FEES AND LITIGATION EXPENSES**

9. After negotiation of the principal terms of the Settlement, Plaintiff's Counsel, WIMC's Counsel, and Defendants' Counsel, together with WIMC's insurance carrier, negotiated in good faith concerning the Attorneys' Fees and Litigation Expenses to be proposed to the Court as payment by WIMC's insurance carrier to Plaintiff and Plaintiff's Counsel for the benefits Plaintiff and Plaintiff's Counsel achieved on behalf of WIMC in this Action.

10. WIMC and Defendants have agreed to cause WIMC and Defendants' insurance carrier to pay, and WIMC's insurance carrier has agreed to pay, Attorneys' Fees and Litigation Expenses to Plaintiff's Counsel in the amount, subject to Court approval, of \$257,500 or such smaller amount approved by the Court, no later than fifteen (15) business days after the later of: (a) the date of entry of the award of Attorneys' Fees and Litigation Expenses, and (b) WIMC's Counsel's receipt from Plaintiff's Counsel of the information necessary to effectuate a transfer of funds, including wiring instructions that include the bank name and ABA routing number, account name and number, and a signed W-9 reflecting a valid taxpayer identification number for Plaintiff's Counsel. An award of Attorneys' Fees and Litigation Expenses is not a necessary term of this Stipulation and is not a condition of the Settlement. Neither Plaintiff nor Plaintiff's Counsel may cancel or terminate the Settlement based on this Court's or any appellate court's ruling with respect to Attorneys' Fees and Litigation Expenses. WIMC and Defendants have also agreed not to oppose an application by Plaintiff for approval by the Court of a service award of up to \$2,500 to Plaintiff, to be paid by Plaintiff's Counsel from the Court's award of Attorneys' Fees and

Litigation Expenses. WIMC, but not any other of Defendants' Releasees and WIMC's Releasees shall be liable for the payment of Attorneys' Fees and Litigation Expenses.

11. Payment of Attorneys' Fees and Litigation Expenses shall be made notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof, subject to Plaintiff's Counsel's agreement and obligation to repay to WIMC and Defendants' insurance carrier all amounts plus interest at the legal rate of interest in Pennsylvania if the Settlement is terminated in the manner provided for in ¶¶ 16-17 below or if, as a result of any appeal or further proceedings on remand, or successful collateral attack, the award of Attorneys' Fees and Litigation Expenses is reduced or reversed and such order reducing or reversing the award becomes Final. Plaintiff's Counsel shall make repayment in full no later than thirty (30) days after termination of the Settlement or the date any order reducing or reversing the award of Attorneys' Fees and Litigation Expenses becomes Final.

12. Payment of Attorneys' Fees and Litigation Expenses in the amount approved by the Court shall constitute final and complete payment of any attorneys' fees and expenses that have been incurred or will be incurred by Plaintiff and Plaintiff's Counsel in connection with the filing, prosecution and settlement of the Action. Tax liability (if any) owed by Plaintiff or Plaintiff's Counsel on account of the payment of Attorneys' Fees and Litigation Expenses or any service award to Plaintiff shall be borne solely and exclusively by Plaintiff or Plaintiff's Counsel, as provided for by law. WIMC, WIMC's Releasees, Defendants, and Defendants' Releasees shall have no liability whatsoever for tax liability (if any) owed by Plaintiff or Plaintiff's Counsel on account of the payment of Attorneys' Fees and Litigation Expenses or any service award to Plaintiff.

## **NOTICE**

13. Within ten (10) business days after the Court's entry of the Preliminary Approval Order, WIMC shall: (a) post a copy of this Stipulation, the Preliminary Approval Order, and the Notice on WIMC's website; (b) cause a Current Report on Form 8-K to be filed with the Securities and Exchange Commission that attaches the Notice and provides a link to the Stipulation, the Preliminary Approval Order and the Notice posted on WIMC's website; and (c) publish the Notice once in Investor's Business Daily and transmit it once over PR Newswire. The costs of such Notice shall be paid by WIMC.

## **TERMS OF THE JUDGMENT**

14. If the Settlement provided for by this Stipulation is approved by the Court, Plaintiff's Counsel, WIMC's Counsel, and Defendants' Counsel shall request that the Court enter a Judgment, substantially in the form attached as Exhibit C.

## **CONDITIONS OF SETTLEMENT AND EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION**

15. The Effective Date of the Settlement shall be the first business day after all of the following conditions have occurred or been waived:

(a) The Court has entered the Preliminary Approval Order as required by ¶ 2 above.

(b) Neither Plaintiff, WIMC, nor Defendants have exercised their respective options to terminate the Settlement pursuant to the provisions of this Stipulation.

(c) The Court has approved the Settlement following the notice described in ¶ 13 above and the Settlement Hearing in the manner required by Rule 23.1(e) of the Federal Rules of Civil Procedure.

(d) The Court has entered the Judgment and the Judgment has become Final.

16. If the Effective Date fails to occur due to the failure of any of the conditions stated in ¶ 15 above, then:

(a) The Settlement and the relevant portions of this Stipulation shall be canceled and terminated;

(b) Plaintiff, WIMC and Defendants, shall revert to their respective positions in the Action as of July 2, 2018; and

(c) the terms and provisions of this Stipulation, with the exception of this ¶ 16 and ¶¶ 18-19, shall have no further force and effect and shall not be used in the Action or in any other proceeding for any purpose, and any Judgment or other order entered by the Court in accordance with the terms of this Stipulation shall be treated as vacated and a nullity.

17. Plaintiff, WIMC and Defendants shall each have the right to terminate the Settlement by providing written notice of his or its election to do so to the other Parties to this Stipulation within thirty (30) days of: (a) an order that has become Final refusing to enter the Preliminary Approval Order in any material respect; (b) an order that has become Final refusing to approve the Settlement and enter the Judgment in any material respect, including, without limitation, by making any material changes to the releases provided for in ¶¶ 4-5 of this Stipulation and the Judgment; or (c) the date upon which the Judgment, after being entered by the Court, is vacated, modified or reversed in any material respect by the United States Court of Appeals for the Third Circuit or the United States Supreme Court.

#### **NO ADMISSION OF WRONGDOING**

18. Defendants deny the claims alleged by Plaintiff in the Action, including, among other things, that Defendants breached any fiduciary duties, were unjustly enriched or wasted corporate assets in connection with (i) WIMC's internal controls over financial reporting, (ii) the

restatement of WIMC's financial statements for the year 2016 and the first quarter of 2017, (iii) WIMC's processes for originating and underwriting reverse mortgages and loans, or any other subject. Defendants maintain that they have meritorious defenses to all claims alleged in the Action and all claims released in the Settlement provided for in this Stipulation. Defendants further deny that Plaintiff or WIMC suffered any damages as a result of any alleged wrongful act by Defendants. WIMC, which has indemnification obligations to Defendants under WIMC's certificate of incorporation and bylaws, and Defendants nonetheless have concluded that continued litigation of the Action, if the pending motion for reconsideration or certification is denied, further motions, discovery, trial and appeals, would be protracted, burdensome, and expensive, and that it is desirable and beneficial to WIMC and Defendants that the Action be fully and finally compromised, settled, and terminated in the manner and upon the terms and conditions stated in this Stipulation, including the releases provided for in this Stipulation.

19. This Stipulation and the Settlement, whether or not approved by the Court, and whether or not the Effective Date occurs, and any discussions, negotiations, arguments made during negotiations, acts performed, communications, drafts, or agreements relating to this Stipulation, the Settlement, and any matter in connection with such discussions, negotiations, arguments made during negotiations, acts performed, communications, drafts, documents, or agreements, shall not be offered or received against or to the prejudice of Plaintiff, Defendants, WIMC or any Releasee for any purpose other than in an action to enforce the terms of this Stipulation and the Settlement, and in particular:

(a) Do not constitute, and shall not be described as, construed as, or otherwise offered or received against any of the Defendants, WIMC or any of Defendants' Releasees or WIMC's Releasees as evidence of (or deemed to be evidence of) any admission, concession, or

presumption by any of the Defendants, Defendants' Releasees, WIMC, or WIMC's Releasees with respect to (i) the truth of any allegation or claim in the Action or in any litigation or proceeding in any other forum; (ii) the deficiency of any defense that has been or could have been asserted in the Action or in any other litigation or proceeding in any other forum; (iii) any liability, damages, negligence, fault, or other wrongdoing of any kind by any of Defendants, WIMC or any of Defendants' Releasees or WIMC's Releasees; or (iv) referred to for any other reason against or to the prejudice of any of the Defendants, Defendants' Releasees, WIMC, or WIMC's Releasees, in this or any other civil, criminal, or administrative action or proceeding.

(b) Do not constitute, and shall not be described as, construed as, or otherwise offered or received against Plaintiff or Plaintiff's Releasees as evidence of (or be deemed evidence of) any admission, concession, or presumption by Plaintiff or Plaintiff's Releasees of any infirmity in any claims in the Action or in any litigation or proceeding in any other forum or in any way referred to for any other reason against or to the prejudice of Plaintiff and Plaintiff's Releasees in this or any other civil, criminal, or administrative action or proceeding.

(c) Do not constitute, and shall not be described as, construed as, or otherwise offered or received against Plaintiff, Defendants, WIMC or Releasees as evidence of (or deemed to be evidence of) any admission, concession, or presumption that the Settlement consideration represents the amount that could be or would have been recovered after trial and appeals in the Action or that the amount that could be or would have been recovered after trial and appeals in the Action would or would not have exceeded the Settlement consideration.

20. Notwithstanding ¶¶ 18-19 above, Plaintiff, Defendants, WIMC, and Releasees may file, use, or refer to this Stipulation and the Judgment to enforce the terms of this Stipulation and the Judgment or to effectuate the protections from liability provided for by the Stipulation and the

Judgment in any action that may be brought against any of them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

### **MISCELLANEOUS PROVISIONS**

21. All of the exhibits to this Stipulation are fully incorporated by reference. In the event that there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any exhibit attached to this Stipulation, the terms of the Stipulation shall prevail.

22. The Parties intend this Stipulation and the Settlement to be a full, final and complete resolution of all disputes asserted or which could be asserted in the Action by any of the Released Parties with respect to any of the Released Claims by Plaintiff against the Defendants' Releasees and WIMC's Releasees with respect to the Released Plaintiff's Claims. Plaintiff, Defendants, WIMC, and Counsel agree not to assert in any forum that this Action was brought by Plaintiff or defended by Defendants or WIMC in bad faith or without a reasonable basis. No Party shall assert any claims of any violation of Rule 11 of the Federal Rules of Civil Procedure in connection with the institution, maintenance, prosecution, defense, or settlement of the Action. The Parties agree that the Settlement Amount, Releases and the other terms of the Stipulation and Settlement were negotiated at arm's-length and in good faith, and reflect the Settlement that was reached voluntarily after extensive negotiations and consultation with experienced legal counsel, who were fully competent to assess the strengths and weaknesses of their respective clients' claims and defenses.

23. While retaining their right to assert or deny that the claims asserted in the Action were meritorious, Plaintiff, Defendants, WIMC, and Counsel shall not make any statement to any media representative (whether or not for attribution) asserting that the Action was commenced or prosecuted or defended in bad faith, nor will they deny that the Action was commenced and

prosecuted and defended in good faith and is being settled voluntarily after consultation with competent legal counsel or disparage the other's business, conduct, or reputation or that of their counsel or allege wrongful or actionable conduct concerning the prosecution, defense, and resolution of the Action and this Settlement, and shall not otherwise suggest in any manner that the Settlement constitutes an admission of any claim or defense alleged.

24. The terms of the Settlement, as reflected in this Stipulation, may not be modified or amended, nor may any of its provisions be waived except by a writing signed on behalf of Plaintiff, Defendants, and WIMC, or their successors.

25. The headings in this Stipulation are used for the purpose of convenience only and are not meant to have legal effect or affect the interpretation or construction of this Stipulation.

26. The administration and consummation of the Settlement provided for in this Stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction for the purpose of entering orders enforcing the terms of this Stipulation.

27. The waiver by one Party of any breach of this Stipulation or the Settlement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation or the Settlement.

28. This Stipulation and its exhibits constitute the entire agreement among Plaintiff, Defendants, and WIMC concerning the Settlement. No other agreements, representations, warranties, or inducements have been made by any Party concerning the Settlement, this Stipulation or its exhibits other than those stated in such documents. In entering into this Stipulation, no Party is relying on any promise, warranty, inducement, or representation other than those stated in this Stipulation and Exhibits A-C to this Stipulation, and all Parties disclaim the existence of any such promise, warranty, inducement, or representation.

29. This Stipulation may be executed in one or more counterparts, including by signature transmitted via facsimile, or by a .pdf or .tif image of the signature transmitted via email. All executed counterparts and each of them shall be deemed to be one and the same instrument.

30. This Stipulation and the Settlement shall be binding upon and inure to the benefit of the successors and assigns of the Parties, including Releasees and any corporation, partnership, or other entity into or with which any Party hereto may merge, consolidate or reorganize.

31. The construction, interpretation, operation, effect and validity of this Stipulation and the Settlement, and all documents necessary to effectuate it, shall be governed by the internal laws of the State of Pennsylvania without regard to conflicts of laws, except to the extent that federal law requires that federal law govern.

32. Any action arising under or to enforce this Stipulation and the Settlement or any portion thereof, shall be commenced and maintained in the Court.

33. This Stipulation shall not be construed more strictly against one Party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Parties, it being recognized that it is the result of arm's-length negotiations between the Parties and all Parties have contributed substantially and materially to the preparation of this Stipulation.

34. Counsel executing this Stipulation and any related documents, warrant and represent that they have the full authority to do so, and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Stipulation to effectuate its terms.

35. Counsel agree to cooperate reasonably with one another in seeking Court approval of the Preliminary Approval Order and the Settlement, including the Judgment, provided for in this Stipulation, and to use best efforts to promptly agree upon and execute all such other



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Counsel for Nominal Defendant Walter  
Investment Management Corp., n/k/a Ditech  
Holding Corporation

DECHERT, LLP

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whangley@hangley.com

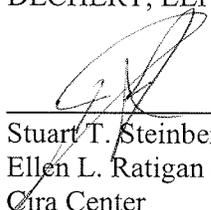
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Holding Corporation

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Counsel for Defendants George M. Awad,  
Daniel G. Beltzman, Michael M. Bhaskaran,  
Neal P. Goldman, William J. Meurer, Alvaro  
G. de Molina, Vadim Perelman, and Anthony  
N. Renzi

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA

<hr/>		)
MICHAEL E. VACEK, JR., derivatively on		)
behalf of WALTER INVESTMENT		)
MANAGEMENT CORP.,		)
		)
	Plaintiff,	)
v.		)
		)
		)
GEORGE M. AWAD, DANIEL G.		)
BELTZMAN, MICHAEL M. BHASKARAN,		)
NEAL P. GOLDMAN, WILLIAM J.		)
MEURER, ALVARO G. de MOLINA,		)
VADIM PERELMAN, and ANTHONY N.		)
RENZI,		)
		)
	Defendants,	)
and		)
		)
WALTER INVESTMENT MANAGEMENT		)
CORP.,		)
		)
	Nominal Defendant.	)

Case 2:17-cv-02820-JCJ

**[PROPOSED] ORDER PRELIMINARILY APPROVING  
SETTLEMENT AND PROVIDING FOR NOTICE**

WHEREAS, a derivative action is pending in this Court entitled *Vacek v. Awad, et al.*, Case No. 2:17-CV-02820-JCJ (the “Action”);

WHEREAS, (a) Plaintiff Michael E. Vacek, Jr. (“Plaintiff”), derivatively on behalf of Walter Investment Management Corp., now known as Ditech Holding Corporation (“WIMC”), (b) Nominal Defendant WIMC, and (c) Defendants George M. Awad, Daniel G. Beltzman, Michael M. Bhaskaran, Neal P. Goldman, William J. Meurer, Alvaro G. de Molina, Vadim Perelman, and Anthony N. Renzi (“Defendants,” and together with Plaintiff and WIMC, the “Parties”) have entered into a Stipulation and Agreement of Settlement dated October 17, 2018 (the “Stipulation”)

that provides for a complete dismissal of the Action on the terms and conditions set forth in the Stipulation, subject to approval of this Court (the “Settlement”);

WHEREAS, Plaintiff and his counsel (“Plaintiff’s Counsel”) have made an application pursuant to Rule 23.1(c) of the Federal Rules of Civil Procedure for an order, among other things, (a) preliminarily approving the Settlement, (b) ordering notice of the Settlement be provided to stockholders of WIMC, (c) providing stockholders of WIMC the opportunity to object to the Settlement, and (d) scheduling the Settlement Hearing (defined below);

WHEREAS, the Court has read and considered the Stipulation and Plaintiff’s motion for preliminary approval of the Settlement, and the papers filed and arguments made in connection with the motion;

WHEREAS, the Parties have consented to the entry of this Order; and

WHEREAS, unless otherwise defined herein, all terms with initial capitalization have the same meanings as they have in the Stipulation;

NOW THEREFORE, IT IS HEREBY ORDERED:

1. **Preliminary Approval of the Settlement** – The Court preliminarily approves the Settlement on the terms and conditions stated in the Stipulation as fair, reasonable, and adequate to WIMC, subject to further consideration at the Settlement Hearing.

2. **Settlement Hearing** – The Court will hold a settlement hearing (the “Settlement Hearing”) on \_\_\_\_\_, 2018 at \_\_:\_\_ .m. in Courtroom 17-A, James A. Byrne U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106, pursuant to Rule 23.1(c) of the Federal Rules of Civil Procedure, for the following purposes:

(a) to determine whether the Settlement on the terms and conditions stated in the Stipulation is fair, reasonable, and adequate to WIMC, and should be approved by the Court;

(b) to determine whether a Judgment in the form attached as Exhibit C to the Stipulation (the “Judgment”), including the releases provided for in the Judgment, should be entered;

(c) to hear and rule on any objections to the Settlement;

(d) to determine whether the award of Attorneys’ Fees and Litigation Expenses (defined in the Stipulation) to Plaintiff’s Counsel provided for in the Stipulation should be approved by the Court; and

(e) to consider any other matters as the Court deems appropriate.

3. The Court may adjourn the Settlement Hearing or modify any of the dates stated in this Order without further notice to WIMC stockholders. The Court may approve the Settlement with modifications to which the Parties agree in the manner provided for in the Settlement without further notice to WIMC stockholders. The Court may enter the Judgment approving the Settlement whether or not the Court approves the award of Attorneys’ Fees and Litigation Expenses to Plaintiff’s Counsel provided for in the Stipulation.

4. **Manner of Giving Notice** – Notice of the Settlement and the Settlement Hearing shall be given as follows:

(a) Within ten (10) business days of the date of entry of this Order, WIMC shall (i) post a copy of the Stipulation, this Order, and the Notice (defined in the Stipulation and substantially in the form attached as Exhibit B to the Stipulation) on WIMC’s website; (ii) cause a Current Report on Form 8-K to be filed with the Securities and Exchange Commission that attaches the Notice and provides a link to the Stipulation, this Order and the Notice posted on WIMC’s website; and (iii) publish the Notice once in Investor’s Business Daily and transmit it once over PR Newswire; and

(b) WIMC's Counsel shall serve on Plaintiff's Counsel and Defendants' Counsel and file with the Court proof, by affidavit or declaration, of the giving of notice as required by this Order not later than seven (7) calendar days prior to the Settlement Hearing.

5. **Approval of Form and Content of Notice** – The Court (a) approves the form and content of the Notice, and (b) finds that providing notice of the Settlement in the manner and form set forth in Paragraph 4 of this Order (i) constitutes the best notice practicable under the circumstances; (ii) is reasonably calculated, under the circumstances, to inform stockholders of WIMC concerning the pendency of the Action, the Settlement, the terms and conditions of the Settlement, including the Judgment and the releases provided for in the Judgment, the request by Plaintiff's Counsel for an award of Attorneys' Fees and Litigation Expenses, the right of WIMC stockholders to object to the Settlement, including the Attorneys' Fees and Litigation Expenses to Plaintiff's Counsel, and any other aspect of the Settlement, and the right of WIMC stockholders to appear at the Settlement Hearing; (iii) constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the Settlement; and (iv) satisfies the requirements of Rule 23.1 of the Federal Rules of Civil Procedure and the United States Constitution (including the Due Process Clause), and all other applicable laws and rules.

6. **Appearance and Objections at Settlement Hearing** – Any stockholder of WIMC may enter an appearance in the Action at his, her or its own expense, individually or through counsel of his, her, or its own choice, by filing a notice of appearance with the Clerk of the Court and delivering a notice of appearance to Plaintiff's Counsel, Defendants' Counsel, and WIMC's Counsel at the addresses set forth below, such that it is received no later than twenty-one (21) calendar days prior to the Settlement Hearing.

**Plaintiff's Counsel**

Gainey McKenna & Egleston  
Attn: Thomas J. McKenna, Esq.  
440 Park Avenue South, 5th Floor  
New York, NY 10016

**WIMC's Counsel**

Weil, Gotshal & Manges LLP  
Attn: Joseph S. Allerhand, Esq.  
Stephen A. Radin, Esq.  
767 Fifth Avenue  
New York, New York 10153

**Defendants' Counsel**

Dechert, LLP  
Attn: David H. Kistenbroker, Esq.  
Joni S. Jacobsen, Esq.  
35 West Wacker Drive  
Suite 3400  
Chicago, IL 60601

7. Any stockholder of WIMC may file a written objection to the Settlement, the request by Plaintiff's Counsel for an award of Attorneys' Fees and Litigation Expenses, and/or any other aspect of the Settlement with the Clerk of the Court. Any such objection must also be mailed or delivered to Plaintiff's Counsel, Defendants' Counsel, and WIMC's Counsel at the addresses and in the manner and within the time period set forth in Paragraph 6 above. By filing an objection, a person or entity shall be deemed to have submitted to the jurisdiction of the Court with respect to the Settlement and his, her, or its objection.

8. An objection must satisfy all of the following conditions: (a) it must be submitted in a timely manner in accordance with the provisions of Paragraph 7 of this Order; (b) it must state the name, address, telephone number and email address of the objector, or, in the case of an entity, the name, address, telephone number, and email address of an authorized representative of the objector; (c) it must state the number of shares of WIMC common stock the objector owns and the dates of all purchases and sales of WIMC common stock by the objector; (d) it must be accompanied by adequate supporting documentation in the form of broker confirmation slips, broker account statements, a statement from a broker containing the transactional and holding information found in a broker confirmation slip or account statement, or other comparable

documentation; (e) it must state the basis for the objection and include copies of any papers, briefs, or other documents the objector relies on; (f) it must state whether the objector intends to appear at the Settlement Hearing, and, if so, the name(s) of any witness(es) the objector intends to call to testify and any exhibits the objector intends to introduce into evidence at the Settlement Hearing, and (g) it must be signed under penalty of perjury by the objector or an authorized representative of the objector. An objection shall not be effective unless it complies with all of these conditions. Plaintiff's Counsel, Defendants' Counsel, and WIMCs' Counsel may, as they deem appropriate, submit papers replying to objections no later than five (5) calendar days prior to the Settlement Hearing.

9. Any stockholder of WIMC who does not comply with the requirements stated in Paragraphs 7 and 8 for objections to the Settlement waives and forfeits his, her or its right to object to the Settlement, the request by Plaintiff's Counsel for an award of Attorneys' Fees and Litigation Expenses, and any other aspect of the Settlement, and to appear at the Settlement Hearing, and shall forever be barred and enjoined from objecting to the Settlement, an award of Attorneys' Fees and Litigation Expenses, and/or any other aspect of the Settlement or from otherwise being heard concerning the Settlement, the request by Plaintiff's Counsel for an award of Attorneys' Fees and Litigation Expenses, and/or any other aspect of the Settlement in this and any other proceeding, and shall forever be barred and enjoined from directly or indirectly prosecuting, maintaining, intervening in, or participating in or claims subject to the Settlement, the Judgment, and the releases provided for by the Judgment.

10. **Stay and Temporary Injunction** – The Court stays all proceedings in the Action other than proceedings necessary to carry out or enforce the terms and conditions of the Stipulation and this Order and bars and enjoins the Parties and WIMC stockholders from commencing or

prosecuting any and all of claims that are the subject of the Settlement, the Judgment, and the releases provided for by the Judgment.

11. **Termination of Settlement** – If the Settlement is terminated as provided in the Stipulation, if the Settlement is not approved, if the Judgment is not entered or is entered but does not become Final (as defined in the Stipulation), or if the Effective Date fails to occur for any reason, this Order shall be vacated, rendered null and void, and be of no further force and effect, except as provided by the Stipulation, and this Order shall be without prejudice to the rights of the Parties, and the Parties shall revert to their respective positions in the Action as of July 2, 2018.

12. **Supporting Papers** – Plaintiff, Defendants, and WIMC, as they deem appropriate, may file and serve opening papers in support of final approval of the Settlement and the award of Attorneys’ Fees and Litigation Expenses to Plaintiff’s Counsel not later than thirty-five (35) calendar days before the Settlement Hearing. Reply papers, if any, shall be filed and served not later than five (5) calendar days before the Settlement Hearing.

13. **Retention of Jurisdiction** – The Court retains jurisdiction with respect to the proposed Settlement.

SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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The Honorable J. Curtis Joyner  
United States District Judge

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA

_____ )	
MICHAEL E. VACEK, JR., derivatively on )	)
behalf of WALTER INVESTMENT )	)
MANAGEMENT CORP., )	)
)	)
Plaintiff, )	)
)	)
v. )	Case 2:17-cv-02820-JCJ
)	)
GEORGE M. AWAD, DANIEL G. )	)
BELTZMAN, MICHAEL M. BHASKARAN, )	)
NEAL P. GOLDMAN, WILLIAM J. )	)
MEURER, ALVARO G. de MOLINA, )	)
VADIM PERELMAN, and ANTHONY N. )	)
RENZI, )	)
)	)
Defendants, )	)
)	)
and )	)
)	)
WALTER INVESTMENT MANAGEMENT )	)
CORP., )	)
)	)
Nominal Defendant. )	)

**NOTICE OF PROPOSED SETTLEMENT OF DERIVATIVE ACTION AND  
MOTION FOR AN AWARD OF ATTORNEYS’ FEES AND LITIGATION EXPENSES**

**TO: All stockholders of Walter Investment Management Corporation, now known as Ditech Holding Corporation (“WIMC”)**

**PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY A DERIVATIVE LAWSUIT PENDING IN THIS COURT.**

YOU ARE HEREBY NOTIFIED, pursuant to Rule 23.1(c) of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Eastern District of Pennsylvania (the “Court”), that the above-captioned litigation (the “Action”) has been settled on the terms as set forth in a Stipulation and Agreement of Settlement dated October 17, 2018 (the “Stipulation”) that provides for a complete dismissal of the Action on the terms and conditions set forth in the Stipulation, subject to approval of the Court (the “Settlement”).

The Action asserts claims by Michael E. Vacek, Jr., a stockholder of WIMC (“Plaintiff”) acting on behalf of WIMC, against WIMC’s directors at the time the Action was filed (“Defendants”), alleging breach of fiduciary duties, unjust enrichment, and waste of corporate assets involving, among other things, the origination, underwriting, and appraisal of mortgage products, claims by, and settlements with, government agencies concerning the origination,

underwriting, and appraisal of mortgage products, and accounting and financial reporting related to default servicing activities, including, but not limited to, errors in financial statements and weaknesses in internal controls over financial reporting with respect to foreclosure tax liens, foreclosure related advances, processing and oversight of loans in bankruptcy, adjustments of reserves, and valuation allowances on deferred tax asset balances.

Pursuant to the terms of the Settlement, WIMC has adopted or will adopt corporate governance measures stated in the Stipulation. The Stipulation provides, subject to Court approval, for a payment of Attorneys' Fees and Litigation Expenses (defined in the Stipulation) to Plaintiff's counsel in the amount of \$257,500 or such smaller amount approved by the Court.

The Court will hold a settlement hearing (the "Settlement Hearing") on \_\_\_\_\_, 2018 at \_\_: \_\_.m., in Courtroom 17-A, James A. Byrne U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106, to determine: (a) whether the Settlement on the terms and conditions stated in the Stipulation is fair, reasonable, and adequate to WIMC, and should be approved by the Court; (b) whether a Judgment in the form attached as Exhibit C to the Stipulation (the "Judgment"), including the releases provided for in the Judgment, should be entered; (c) whether the award of Attorneys' Fees and Litigation Expenses should be approved by the Court; and (d) any other matters that the Court deems appropriate.

**If you are a stockholder of WIMC, your rights will be affected if the Settlement is approved by the Court.** A copy of the Settlement and the Court's Order scheduling the Settlement Hearing may be obtained on WIMC's website, [www.ditechholding.com](http://www.ditechholding.com).

If you are a stockholder of WIMC and wish to object to the Settlement, the award of Attorneys' Fees and Litigation Expenses or any other aspect of the Settlement, you must submit a written objection to the Court, Plaintiff's counsel, Defendants' counsel, and WIMC's counsel in the manner and at the addresses stated in the Court's Order scheduling the Settlement Hearing. The written objection must be *received* no later than \_\_\_\_\_, 2018.

**Please do not contact the Court or the Clerk's office. All questions about this notice and the proposed Settlement should be directed to:**

Gainey McKenna & Egleston  
Attn: Thomas J. McKenna, Esq.  
440 Park Avenue South, 5th Floor  
New York, NY 10016  
Telephone: (212) 983-1300  
Email: [tjmckenna@gme-law.com](mailto:tjmckenna@gme-law.com)

By Order of the Court

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA

_____		)	
MICHAEL E. VACEK, JR., derivatively on		)	
behalf of WALTER INVESTMENT		)	
MANAGEMENT CORP.,		)	
		)	
	Plaintiff,	)	
		)	
v.		)	Case 2:17-cv-02820-JCJ
		)	
GEORGE M. AWAD, DANIEL G.		)	
BELTZMAN, MICHAEL M. BHASKARAN,		)	
NEAL P. GOLDMAN, WILLIAM J.		)	
MEURER, ALVARO G. de MOLINA,		)	
VADIM PERELMAN, and ANTHONY N.		)	
RENZI,		)	
		)	
	Defendants,	)	
		)	
and		)	
		)	
WALTER INVESTMENT MANAGEMENT		)	
CORP.,		)	
		)	
	Nominal Defendant.	)	

**[PROPOSED] JUDGMENT AND ORDER**  
**APPROVING DERIVATIVE ACTION SETTLEMENT**

WHEREAS, a derivative action is pending in this Court entitled *Vacek v. Awad, et al.*, Case No. 2:17-CV-02820-JCJ (the “Action”);

WHEREAS, (a) Plaintiff Michael E. Vacek, Jr. (“Plaintiff”), derivatively on behalf of Walter Investment Management Corp., now known as Ditech Holding Corporation (“WIMC”), (b) Nominal Defendant WIMC, and (c) Defendants George M. Awad, Daniel G. Beltzman, Michael M. Bhaskaran, Neal P. Goldman, William J. Meurer, Alvaro G. de Molina, Vadim Perelman, and Anthony N. Renzi (“Defendants,” and together with Plaintiff and WIMC, the “Parties”) have entered into a Stipulation and Agreement of Settlement dated October 17, 2018

(the “Stipulation”) that provides for a complete dismissal of the Action on the terms and conditions set forth in the Stipulation, subject to approval of this Court (the “Settlement”);

WHEREAS, by Order dated \_\_\_\_\_, 2018 (the “Preliminary Approval Order”), this Court, among other things, (a) preliminarily approved the Settlement; (b) ordered that notice of the Settlement be provided to stockholders of WIMC; (c) provided stockholders of WIMC the opportunity to object to the Settlement; and (d) scheduled a hearing (the “Settlement Hearing”) for the following purposes:

(a) to determine whether the Settlement on the terms and conditions stated in the Stipulation is fair, reasonable, and adequate to WIMC, and should be approved by the Court;

(b) to determine whether a Judgment in the form attached as Exhibit C to the Stipulation (the “Judgment”), including the releases provided for in the Judgment, should be entered;

(c) to hear and rule on any objections to the Settlement;

(d) to determine whether the award of Attorneys’ Fees and Litigation Expenses (defined in the Stipulation) to Plaintiff’s Counsel provided for in the Stipulation should be approved by the Court; and

(e) to consider any other matters as the Court deems appropriate.

WHEREAS, the Preliminary Approval Order ordered that, within ten (10) business days of the date of entry of the Preliminary Approval Order, WIMC shall (i) post a copy of the Stipulation, the Preliminary Approval Order, and the Notice of Proposed Settlement of Derivative Action and Motion for an Award of Attorneys’ Fees and Litigation Expenses (the “Notice”), substantially in the form attached to the Stipulation as Exhibit B, on WIMC’s website; (ii) cause a Current Report on Form 8-K to be filed with the Securities and Exchange

Commission that attaches the Notice and provides a link to the Stipulation, the Preliminary Approval Order and the Notice posted on WIMC's website; and (iii) publish the Notice once in Investor's Business Daily and transmit it once over PR Newswire;

WHEREAS, the Notice advised stockholders of WIMC of the date, time, place, and purposes of the Settlement Hearing and that any objections to the Settlement were required to be filed with the Court no later than \_\_\_\_\_, 2018;

WHEREAS, the Court conducted the Settlement Hearing on \_\_\_\_\_, 2018;

WHEREAS, the Court, having reviewed and considered the Stipulation, all arguments and written submissions regarding the Settlement, and the record in the Action, and good cause appearing therefor;

WHEREAS, the Parties have consented to the entry of this Judgment; and

WHEREAS, unless otherwise defined herein, all terms with initial capitalization have the same meanings as they have in the Stipulation;

NOW THEREFORE, after due deliberation, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. **Jurisdiction** – The Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement, as well as personal jurisdiction over the Parties.
2. **Incorporation of Settlement Documents** – This Judgment incorporates and makes a part hereof: (a) the Stipulation filed with the Court on \_\_\_\_\_, 2018; and (b) the Notice filed with the Court on \_\_\_\_\_, 2018.
3. **Notice** – The Court finds that the notice to stockholders of WIMC provided for in the Preliminary Approval Order: (a) was implemented in accordance with the Preliminary Approval Order, and (b) (i) constitutes the best notice practicable under the circumstances; (ii)

was reasonably calculated, under the circumstances, to inform stockholders of WIMC concerning the pendency of the Action, the Settlement, the terms and conditions of the Settlement, including this Judgment and the releases provided for in this Judgment, the request by Plaintiff's Counsel for an award of Attorneys' Fees and Litigation Expenses, the right of WIMC stockholders to object to the Settlement, including the award of Attorneys' Fees and Litigation Expenses to Plaintiff's Counsel, and any other aspect of the Settlement, and the right of WIMC stockholders to appear at the Settlement Hearing; (iii) constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the Settlement; and (iv) satisfies the requirements of Rule 23.1 of the Federal Rules of Civil Procedure and the United States Constitution (including the Due Process Clause), and all other applicable laws and rules.

4. **Objections** – The Court has considered each of the objections to the Settlement, including the objections submitted by [list objectors]. The Court finds and concludes that each of the objections is with/without merit, and each objection is hereby sustained/overruled.]

5. **Final Settlement Approval and Dismissal of Claims** – In light of the benefits to WIMC, the complexity, expense, and possible duration of further litigation, the risks of establishing liability and damages and the costs of continued litigation, the Court, pursuant to and in accordance with Rule 23.1 of the Federal Rules of Civil Procedure, hereby fully and finally approves the Settlement as set forth in the Stipulation in all respects, including, without limitation, the releases provided for in the Settlement and in this Judgment, and the dismissal with prejudice of the claims asserted against Defendants and Defendants' Releasees (defined below), and finds that the Settlement is in all respects fair, reasonable, and adequate and in the best interests of WIMC. The Court further finds the Settlement as set forth in the Stipulation is

the result of arm's-length negotiations between experienced counsel representing the interests of Plaintiff, Defendants, and WIMC. The Parties are directed to implement, perform and consummate the Settlement in accordance with the terms and provisions in the Stipulation.

6. The Action and all of the claims asserted against Defendants in the Action are hereby dismissed in their entirety with prejudice. The Parties shall bear their own costs and expenses except as otherwise provided in the Stipulation.

7. **Binding Effect of Judgment** – The terms of the Settlement, as stated in the Stipulation, and of this Judgment, including the releases provided for in this Judgment, shall be forever binding on Defendants, Plaintiff and WIMC.

8. **Releases** – The releases set forth in paragraphs 4 and 5 of the Stipulation, together with the definitions contained in Paragraph 1 of the Stipulation, are expressly incorporated herein in all respects. The Releases are effective as of the Effective Date.

9. As used in this Judgment and the releases in Paragraphs 4 and 5 of the Stipulation and below, the following terms shall have the meanings set forth below.

(a) “Defendants’ Counsel” means Dechert, LLP.

(b) “Defendants’ Releasees” means Defendants, Defendants’ Counsel, and each of their present and former predecessors, successors, affiliates, employees, general partners, attorneys, accountants, auditors, bankers, advisors, agents, assigns, assignees, indemnifiers, insurers, reinsurers, heirs, estates, executors, trustees, administrators, or trusts, in their capacities as such.

(c) “Effective Date” means the first business day after all of the conditions specified in ¶ 15 of the Stipulation have occurred or been waived.

(d) “Excluded Claims” means (i) claims asserted in the class action pending in the United States District Court for the Eastern District of Pennsylvania styled *Elkin v. Walter Investment Management Corp., et al.*, Class Action No. 2:17-cv-02025-JCJ, (ii) claims by Defendants or other Defendants’ Releasees or WIMC or other WIMC’s Releasees against his, her, its, or their insurers, and (iii) claims relating to the enforcement of this Stipulation and the Settlement.

(e) “Person” means any individual, corporation, professional corporation, limited liability company, partnership, limited partnership, limited liability partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, or any other business or legal entity.

(f) “Plaintiff’s Counsel” means the Donovan Litigation Group, LLC and Gainey McKenna & Egleston.

(g) “Plaintiff’s Releasees” means Plaintiff, Plaintiff’s Counsel, and their respective present and former predecessors, successors, affiliates, employees, general partners, managers, attorneys, accountants, auditors, bankers, advisors, agents, assigns, assignees, indemnifiers, insurers, reinsurers, heirs, estates, executors, trustees, administrators, or trusts, in their capacities as such.

(h) “Released Claims” means Released Defendants’ Claims, Released WIMC Claims, and Released Plaintiff’s Claims.

(i) “Released Defendants’ Claims” means all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, common or foreign law, that arise out of or relate in any way to the institution,

prosecution, or settlement of the claims asserted in the Action. Released Defendants' Claims do not include the Excluded Claims.

(j) "Released Plaintiff's Claims" means all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, common or foreign law, that Plaintiff has asserted in the Action or could have asserted in the Action or other action in any forum arising out of or based on the allegations, transactions, facts, claims, matters or occurrences involved, set forth, or referred to in the Action, concerning, among other things, the origination, underwriting, and appraisal of mortgage products, claims by, and settlements with, government agencies concerning the origination, underwriting, and appraisal of mortgage products, and accounting and financial reporting related to default servicing activities, including, but not limited to, errors in financial statements and weaknesses in internal controls over financial reporting with respect to foreclosure tax liens, foreclosure related advances, processing and oversight of loans in bankruptcy status, adjustments of reserves, and valuation allowances on deferred tax asset balances. Released Plaintiff's Claims do not include the Excluded Claims.

(k) "Released WIMC Claims" means all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, common or foreign law, that arise out of or relate in any way to the subject matter of the Released Plaintiff's Claims and the Released Defendants' claims. Released WIMC Claims do not include the Excluded Claims.

(l) "Releasee(s)" means Plaintiff's Releasees, Defendants' Releasees, and WIMC's Releasees.

(m) “Unknown Claims” means any Released Claims that Plaintiff, WIMC, or Defendants or any of the Defendants does not know or suspect to exist in his or its favor at the time of the release of the Released Claims, which, if known by him or it, might have affected his or its decision(s) with respect to the Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date, Plaintiff, WIMC, and Defendants shall be deemed to have waived, and by operation of the Judgment shall have, to the fullest extent permitted by law, waived and relinquished any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Plaintiff, WIMC, and Defendants acknowledge that Plaintiff, WIMC, or Defendants may hereafter discover facts, legal theories, or authorities in addition to or different from those which he or they now knows or believes to be true with respect to the subject matter of the Released Claims, but that Plaintiff, WIMC, and Defendants intend to, and upon the Effective Date, by operation of the Judgment, shall be deemed to have, and shall have, settled and released, fully, finally, and forever, the Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which have existed, now exist, or will exist, upon any theory of law or equity, including, but not limited to, conduct which is negligent, reckless, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. Plaintiff, WIMC, and Defendants acknowledge that the inclusion of “Unknown Claims” in Released Plaintiff’s Claims, Released Defendants’ Claims, and Released

WIMC Claims was separately bargained for and was a material and essential element of this Stipulation and the Settlement.

(n) “WIMC’s Counsel” means Hangley Aronchick Segal Pudlin & Schiller and Weil, Gotshal & Manges LLP.

(o) “WIMC’s Releasees” means WIMC, WIMC’s Counsel, and their respective present and former predecessors, successors, affiliates, employees, general partners, managers, attorneys, accountants, auditors, bankers, advisors, agents, assigns, assignees, indemnifiers, insurers, reinsurers, heirs, estates, executors, trustees, administrators, or trusts, in their capacities as such.

10. This Court orders that:

(a) Without further action by anyone, upon the Effective Date, Plaintiff, derivatively on behalf of WIMC, and Plaintiff’s and WIMC’s respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally and forever compromised, settled, released, dismissed, resolved, relinquished, waived and discharged the Released Plaintiff’s Claims against Defendants’ Releasees and WIMC’s Releasees, and shall forever be barred and enjoined from directly or indirectly prosecuting, maintaining, intervening in, or participating in, individually, derivatively, as a class member or otherwise, the Released Plaintiff’s Claims against Defendants’ Releasees and WIMC’s Releasees. This release shall not apply to the Excluded Claims.

(b) Without further action by anyone, upon the Effective Date, Defendants and WIMC, on behalf of themselves and their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, shall be deemed to have, and by

operation of law and of the Judgment shall have, fully, finally and forever compromised, settled, released, dismissed, resolved, relinquished, waived and discharged the Released Defendants' Claims and the Released WIMC Claims against Plaintiff and Plaintiff's Releasees, and shall forever be barred and enjoined from directly or indirectly prosecuting, maintaining, intervening in, or participating in, individually, derivatively, as a class member or otherwise, the Released Defendants' Claims and the Released WIMC Claims against any of the Plaintiff's Releasees. This release shall not apply to the Excluded Claims.

(c) Notwithstanding paragraphs 10(a) and (b) above, nothing in this Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of the Stipulation, the Settlement, or this Judgment.

11. **Use of this Judgment** – This Judgment, the Stipulation, and the Settlement, whether or not the Effective Date occurs, and any discussions, negotiations, arguments made during negotiations, acts performed, communications, drafts, or agreements relating to this Judgment, the Stipulation, the Settlement, and any matter in connection with such discussions, negotiations, arguments made during negotiations, acts performed, communications, drafts, documents, or agreements, shall not be offered or received against or to the prejudice of Plaintiff, Defendants, WIMC or any Releasee for any purpose other than in an action to enforce the terms of this Judgment, the Stipulation, and the Settlement, and in particular:

(a) Do not constitute, and shall not be described as, construed as, or otherwise offered or received against any of the Defendants, WIMC or any of Defendants' Releasees or WIMC's Releasees as evidence of (or deemed to be evidence of) any admission, concession, or presumption by any of the Defendants, Defendants' Releasees, WIMC, or WIMC's Releasees with respect to (i) the truth of any allegation or claim in the Action or in any litigation or

proceeding in any other forum; (ii) the deficiency of any defense that has been or could have been asserted in the Action or in any other litigation or proceeding in any other forum; (iii) any liability, damages, negligence, fault, or other wrongdoing of any kind by any of Defendants, WIMC or any of Defendants' Releasees or WIMC's Releasees; or (iv) referred to for any other reason against or to the prejudice of any of the Defendants, Defendants' Releasees, WIMC, or WIMC's Releasees, in this or any other civil, criminal, or administrative action or proceeding.

(b) Do not constitute, and shall not be described as, construed as, or otherwise offered or received against Plaintiff or Plaintiff's Releasees as evidence of (or be deemed evidence of) any admission, concession, or presumption by Plaintiff or Plaintiff's Releasees of any infirmity in any claims in the Action or in any litigation or proceeding in any other forum or in any way referred to for any other reason against or to the prejudice of Plaintiff and Plaintiff's Releasees in this or any other civil, criminal, or administrative action or proceeding.

(c) Do not constitute, and shall not be described as, construed as, or otherwise offered or received against Plaintiff, Defendants, WIMC or Releasees as evidence of (or deemed to be evidence of) any admission, concession, or presumption that the Settlement consideration represents the amount that could be or would have been recovered after trial and appeals in the Action or that the amount that could be or would have been recovered after trial and appeals in the Action would or would not have exceeded the Settlement consideration.

12. **Retention of Jurisdiction** – Without affecting the finality of this Judgment in any way, this Court retains continuing and exclusive jurisdiction over: (a) the Parties for purposes of the administration, interpretation, implementation and enforcement of the Settlement; (b) any award to Plaintiff's Counsel of Attorneys' Fees and Litigation Expenses; and (c) all other related matters.

13. **Attorneys' Fees and Litigation Expenses** – Plaintiff's Counsel in the Action are hereby awarded Attorneys' Fees and Litigation Expenses in the amount of \$\_\_\_\_\_. The Court finds that this amount is fair and reasonable under the facts and circumstances of this Action. Payment of such award of Attorneys' Fees and Litigation Expenses shall be made in accordance with the provisions of the Stipulation. Any appeal of this portion of the Judgment shall in no way disturb, affect or delay the finality of this Judgment or the Effective Date of the Settlement and shall be considered as a separate part of this Judgment as provided for in the Stipulation.

14. **Modification of the Agreement of Settlement** – Without further approval from the Court, Plaintiff, Defendants, and WIMC are hereby authorized to agree to and adopt amendments or modifications of the Settlement as stated in the Stipulation that are not materially inconsistent with this Judgment. Without further order of the Court, Plaintiff, Defendants, and WIMC may agree to reasonable extensions of time to carry out any provisions of the Settlement.

15. **Termination of Settlement** – If the Settlement is terminated as provided for in the Stipulation or the Effective Date of the Settlement does not occur for any other reason, this Judgment shall be vacated, rendered null and void and be of no further force and effect, except as stated in the Stipulation, and this Judgment shall be without prejudice to the rights of the Parties, and the Parties shall revert to their respective positions in the Action as of July 2, 2018.

16. **Entry of Final Judgment** – There is no just reason to delay the entry of this Judgment as a final judgment in this Action. Accordingly, the Clerk of the Court is expressly directed to immediately enter this final Judgment in this Action.

SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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The Honorable J. Curtis Joyner  
United States District Judge