

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

|   |   |                                |
|---|---|--------------------------------|
|   | ) |                                |
| In re:                                    | ) | Case No. 12-12020 (MG)         |
|   | ) |                                |
| RESIDENTIAL CAPITAL, LLC, <u>et al.</u> , | ) | Chapter 11                     |
|   | ) |                                |
| Debtors.                                  | ) | Jointly Administered           |
|   | ) |                                |
| RESIDENTIAL CAPITAL, LLC, <u>et al.</u> , | ) | Adv. Case No. 12-ap-01671 (MG) |
|   | ) |                                |
| Plaintiffs,                               | ) |                                |
|   | ) |                                |
| v.  | ) |                                |
|   | ) |                                |
| ALLSTATE INS. CO., <u>et al.</u> ,        | ) |                                |
|   | ) |                                |
| Defendants.                               | ) |                                |
|   | ) |                                |

**STIPULATION AND ORDER WITH RESPECT TO DEBTORS' SUPPLEMENTAL  
AND RENEWED MOTION TO EXTEND THE AUTOMATIC  
STAY OR, IN THE ALTERNATIVE, FOR INJUNCTIVE RELIEF**

Subject to the approval of the Court, this Stipulation (the "Stipulation") is made and entered into by, between, and among the debtors and debtors in possession in the above-captioned bankruptcy cases (collectively, the "Debtors") on the one hand and New Jersey Carpenters Health Fund, New Jersey Carpenters Vacation Fund, and Boilermaker Blacksmith National Pension Trust as lead plaintiffs on behalf of the class (collectively the "Stipulating Defendants" and, together with the Debtors, the "Parties") on the other. The Parties intend for this Stipulation to supplement the stipulation and orders previously entered into in this adversary proceeding (Docket Nos. 84, 86) that resolved, against the Stipulating Defendants, the Debtors' Motion (the "Motion"), for entry of an Order pursuant to 11 U.S.C. §§ 362(a)(1) and/or 362(a)(3) and 105(a) extending the automatic stay imposed by 11 U.S.C. § 362(a) to the



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continued prosecution of the case captioned *N.J. Carpenters Health Fund et al. v. Residential Capital, LLC et al.*, No. 08-cv-8781-HB (S.D.N.Y. Jan. 3, 2011) (the “Class Action”) brought by the Stipulating Defendants against the Non-Debtor Affiliates or, in the alternative, for entry of an order pursuant to 11 U.S.C. § 105(a) enjoining and prohibiting the continued prosecution of the Class Action against the Non-Debtor Affiliates.

WHEREAS, venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and

WHEREAS, notice of the Motion and the opportunity for a hearing on the Motion was appropriate under the particular circumstances and that no other or further notice need be given.

NOW THEREFORE, the Parties have reached the following agreement:

1. Each of the Stipulating Defendants agrees that they are stayed and enjoined from and against the continued prosecution of, including the pursuit of discovery from the Non-Debtor Affiliates in, the Class Action against the Non-Debtor Affiliates through March 31, 2013 (the “Stay Period”), except as specifically provided in paragraph 2 below. The Parties agree to extend any deadlines (other than deadlines related to the matters permitted to proceed pursuant to paragraph 2 of this Stipulation) that occur in the Class Action brought by the Stipulating Defendants during the Stay Period, to the extent that such deadlines apply to the Non-Debtor Affiliates.

2. Notwithstanding paragraph 1 above:

- a. The Stipulating Defendants are not stayed or enjoined from (i) pursuing the production of documents in the possession, custody, or control of the Non-Debtor Affiliates (except to the extent such documents are solely in the possession or custody of the Debtors), (ii) propounding written

interrogatories and/or requests for admissions upon the Non-Debtor Corporate Affiliates (recognizing that no responses will require the input or assistance of the Debtors or their employees), (iii) serving notices for and taking the depositions of the Non-Debtor Corporate Affiliates or their employees (recognizing that none of those deponents will be current employees, officers, or directors of the Debtors), and (iv) filing and litigating any motions relating to (i), (ii), and (iii) above. For the sake of clarity, the Non-Debtor Affiliates will not be required to produce, and will not produce, any documents that are solely in the Debtors' possession; the Debtors will not be required to provide, and will not provide, any information in connection with the Non-Debtor Corporate Affiliates' responses to any written discovery, including interrogatories or requests for admission; and the Debtors will not be required to provide, and will not provide, any information in connection with the depositions of the Non-Debtor Corporate Affiliates or their employees.

- b. In the Class Action, the stay shall not apply to the filing, briefing, oral argument, or the court issuing orders on (1) motions to dismiss, (2) motions to strike affirmative defenses, or (3) motions related to class certification, and the parties to the Class Action are not stayed or enjoined from filing and litigating such motions, motions to reconsider and/or reargue any prior or future order on such motions, or seeking appellate review of any such order (including all briefing and oral argument related to any such appeal or motion to reconsider and/or reargue).

3. During the Stay Period, all Parties and Non-Debtor Affiliates will preserve documents, data, and tangible things currently in their possession, custody and control that are potentially subject to discovery in the Class Action, regardless of any current limitations upon discovery imposed by this Stipulation.

4. The Non-Debtor Affiliates will agree (in a form of agreement reasonably acceptable to the Stipulating Defendants and the Non-Debtor Affiliates) to toll any statute or period of limitations, statutes of repose, or other time-based limitations or defenses which might be asserted as a time bar and/or limitation to any claim that could be asserted against them by the Stipulating Defendants in those Class Action during the Stay Period, and the Stipulating Defendants shall forbear bringing any lawsuits against the Non-Debtor Affiliates during the Stay Period. Nothing in this Stipulation shall operate (or constitute an agreement or a requirement) to revive or extend the time for filing any claim against a Non-Debtor Affiliate in any Class Action that is now time barred or barred by any applicable statute or period of limitations, statutes of repose or other time-related defense as of the date of this Stipulation.

5. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Stipulation, except as to those matters, including but not limited to the motion practice and discovery permitted under paragraph 2 above, pending before the respective courts where each of the Class Action are pending.

6. Except as specifically provided for herein, the Parties reserve all rights and defenses they may have in the Class Action, the above-captioned adversary proceeding, or the above-captioned bankruptcy cases, and entry into this Stipulation shall not impair or otherwise affect such rights and defenses, and all such rights and defenses are expressly preserved.

7. This Stipulation is without prejudice to any further requests for an Order pursuant to 11 U.S.C. §§ 362(a)(1) and/or 362(a)(3) extending the automatic stay imposed by 11 U.S.C. § 362(a) to the continued prosecution of the Class Action against the Non-Debtor Affiliates or, in the alternative, for entry of an order pursuant to 11 U.S.C. § 105(a) enjoining and prohibiting the continued prosecution of the Class Action against the Non-Debtor Affiliates, or the right of any party to contest such requests, provided that the Parties shall not modify this Stipulation other than by written agreement. The Parties acknowledge that the Bankruptcy Court's oral bench opinion at the July 10, 2012 hearing on the Motion, as well as its subsequent order on the Motion, resolved the Motion as to The Western and Southern Life Insurance Company, Western-Southern Life Assurance Company, Columbus Life Insurance Company, Integrity Life Insurance Company, National Integrity Life Insurance Company, and Fort Washington Investment Advisors, Inc., and that oral bench opinion and that order are not binding on the Stipulating Defendants.

8. The Stipulating Defendants shall have until April 30, 2013 to file an answer or otherwise respond to the complaint filed in this adversary proceeding, without prejudice to the Parties' right to agree to further extensions of such deadline.

9. Notwithstanding anything herein to the contrary, this Stipulation shall not modify or affect the terms and provisions of, nor the rights and obligations under, (a) the Board of Governors of the Federal Reserve System Consent Order, dated April 13, 2011, by and among AFI, Ally Bank, ResCap, GMAC Mortgage, LLC, the Board of Governors of the Federal Reserve System, and the Federal Deposit Insurance Corporation, (b) the consent judgment entered April 5, 2012 by the District Court for the District of Columbia, dated February 9, 2012, (c) the Order of Assessment of a Civil Money Penalty Issued Upon Consent Pursuant to the

Federal Deposit Insurance Act, as amended, dated February 10, 2012, and (d) all related agreements with AFI and Ally Bank and their respective subsidiaries and affiliates.

10. Nothing in this stipulation will alter the rights of any Stipulating Defendant to seek discovery (a) in the Class Action after the Stay Period or (b) in the Debtors' Chapter 11 cases.

11. Notwithstanding anything to the contrary herein, this Stipulation shall not in any manner (a) modify the automatic stay in place with respect to the Debtors pursuant to section 362 of the Bankruptcy Code, (b) enjoin or stay the prosecution of any of the Class Action with respect to any defendant therein that is neither a Debtor nor a Non-Debtor Affiliate, or (c) limit or impact the Non-Debtor Affiliates' ability to pursue any discovery of and from the Stipulating Defendants.

12. The Stipulating Defendants reserve the right to challenge the Bankruptcy Court's jurisdiction in this matter and/or otherwise object to the Bankruptcy Court's ability to enter judgment in this matter.

*[ signature pages immediately follow ]*

Dated: February 1, 2013

/s/ Michael S. Etkin  
Michael S. Etkin, Esq.

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Dated: February 1, 2013

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*Counsel to the Debtors and Debtors in  
Possession*

Dated: February 4, 2013  
New York, New York

**IT IS SO ORDERED**

/s/Martin Glenn  
MARTIN GLENN  
United States Bankruptcy Judge