Hearing Date: October 8, 2015 at 10:00 a.m.
Objection Deadline: August 31, 2015
Reply Deadline: October 1, 2015

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re:

RESIDENTIAL CAPITAL, LLC, et al.,

Debtors.

Chapter 11

Case No.: 12-12020 (MG)

Jointly Administered

SIERRA PACIFIC MORTGAGE COMPANY, INC.'S OBJECTION TO MOTION OF THE RESCAP LIQUIDATING TRUST FOR AN ORDER ENFORCING PLAN INJUNCTION AND CONFIRMATION ORDER

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-and-

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RESIDENTIAL CAPITAL, LLC, et al., Case No.: 12-12020 (MG)

Debtors. Jointly Administered

SIERRA PACIFIC MORTGAGE COMPANY, INC.'S OBJECTION TO MOTION OF THE RESCAP LIQUIDATING TRUST FOR AN ORDER ENFORCING PLAN INJUNCTION AND CONFIRMATION ORDER

Sierra Pacific Mortgage Company, Inc. ("Sierra"), by its counsel, Cozen O'Connor and JENKINS KAYAYAN LLP¹, as and for its objection (the "Objection") to the *Motion of the ResCap Liquidating Trust for an Order Enforcing Plan Injunction and Confirmation Order* [ECF No. 8947] (the "Motion"), respectfully asserts as follows:

INTRODUCTION

- 1. The ResCap Liquidating Trust (the "<u>Trust</u>") argues in the Motion that Sierra's counterclaims are run-of-the-mill prepetition claims that were discharged and subject to a plan injunction. The Trust is wrong.
- 2. The Trust's own actions brought about the counterclaims when it voluntarily chose to throw its hat in the litigation ring by filing, post-confirmation, a First Amended Complaint ("FAC") in a Minnesota federal action (the "Minnesota Action") knowing full well that the pleading violated broad releases and covenants not to sue previously granted by the Trust's predecessor-in-interest, Residential Funding Company, LLC ("RFC").²
- 3. Sierra's counterclaims are based primarily upon attorneys' fees and costs incurred post-confirmation in the Minnesota Action and are entirely different than the types of claims that

¹ Substantially simultaneously herewith, Cozen O'Connor shall move for the *pro hac vice* admission of Jonathan M. Jenkins of JENKINS KAYAYAN LLP.

² RFC and its related debtors are hereafter referred to as the "Debtors."

the Court has previously found enjoined by the Second Amended Joint Chapter 11 Plan Proposed by Residential Capital, LLC, et al. and the Official Committee of Unsecured Creditors (Attached as Appendix 1 to confirmation order at ECF 6065-1) (the "Plan").

- 4. What makes Sierra's counterclaims different is that they were caused by the Trust's *deliberate and knowing post-confirmation wrongful acts*. Sierra warned the Trust in advance that filing the FAC would blatantly violate RFC's prior settlement agreements with Sierra. Courts have found that when a debtor knowingly and deliberately commences litigation after having received a bankruptcy discharge, it cannot escape liability for attorneys' fees arising from that litigation on the basis that the claim was discharged in bankruptcy.
- 5. Not only are Sierra's counterclaims different, but *the Trust knows* they are different it told the Court in the Minnesota Action that the Trust likely had sufficient funds to pay an award of attorneys' fees should Sierra prevail on the settlement agreements. And unlike the other counterclaims at issue here, prior to bringing this Motion, the Trust answered Sierra's counterclaims and actively litigated them for *11 months* (conceding along the way that at least 85% of the loans in the Minnesota Action were, in fact, released).
- 6. In addition, paragraph 42 of the Court's order confirming the Plan [ECF 6065] (the "Confirmation Order") expressly limited the discharge of claims against the Debtors to the "extent permitted by section 1141 of the Bankruptcy Code." Because the Plan was a corporate liquidating plan, 11 U.S.C. § 1141(d)(3) prohibited any discharge of the Debtors. Accordingly, even assuming, *arguendo*, that Sierra's counterclaims were pre-petition dischargeable claims, they would not have been discharged pursuant to the Plan and Confirmation Order.
 - 7. Accordingly, the Trust's Motion should be denied in its entirety.

FACTUAL BACKGROUND

8. RFC sued Sierra on December 14, 2013 in Minnesota federal court. The initial complaint did not identify any specific mortgages on which RFC purported to sue. However, on

February 28, 2014, RFC filed a motion seeking leave to file a First Amended Complaint ("FAC") that, for the first time, identified some of the specific loans on which RFC based its lawsuit.

- 9. Sierra opposed the motion because the FAC, among other things, violated releases and covenants not to sue contained in three prior settlement agreements between the parties all of which expressly reference on the first page the "Client Contract dated March 13, 2002," cited in the Motion (at p. 3), on which RFC based its FAC. (*See* pp. 2-6 and 18 to Sierra's Opposition, attached as **Exhibit 1**). The Trust was clearly on notice that it was about to unilaterally violate the same set of contractual obligations on which the FAC sought to hold Sierra liable.
- 10. For example, one settlement agreement, effective December 19, 2007 (the "December 2007 Settlement"), released a number of specific loans (identified by loan number), as well as all loans involving "a borrower who has made the first twelve consecutive payments due GMAC-RFC within the month mandated by the contract" (hereinafter, the "First Year Payment Release") (See December 2007 Settlement, section 2(b), attached as Exhibit 2). The parties promised not to "bring against the other party any other suits or actions, however denominated concerning any claim, demand, liability or cause of action that is the subject of this Agreement." (*Id.*, section 3.) There was also a prevailing party attorneys' fees provision. (*Id.*, section 6.)
- 11. At oral argument on March 24, 2014, when questioned by the Magistrate Judge, the Trust acknowledged Sierra's affirmative rights under the settlement agreements and conceded they are anything but common pre-petition dischargeable claims. Trust counsel Peter Calamari stated: "I understand that there could be claims that, if we pursue them, that might be subject to an attorney's fees to a prevailing party." (*See* pg. 25, lines 15-17 of March 24, 2014 hearing transcript, attached as **Exhibit 3**). Mr. Calamari further advised the Minnesota Court

that the Trust likely had sufficient funds to cover any attorneys' fees award to Sierra. (See Id. pg. 25, lines 19 - 25; pg. 26, lines 1 - 8). The Court subsequently granted RFC's Motion.

- 12. RFC then made a number of changes to the FAC prior to filing it on May 23, 2014. (See May 23, 2014 Email from RFC Counsel Donald Heeman (with excerpts from attached redline), attached as **Exhibit 4**). However, none of those changes attempted to remove from the FAC any of the released loans or released categories of loans.
- 13. Sierra counterclaimed against RFC and the Trust on August 16, 2014, alleging breach of the release and covenant not to sue provisions contained in the December 2007 Settlement (Exhibit 2) and in a settlement agreement dated March 10, 2008 (the "March 2008 Settlement," attached as **Exhibit 5**). RFC and the Trust answered on September 9, 2014. Sierra filed its Amended Counterclaim on September 30, 2014 (attached as **Exhibit 6**), which RFC and the Trust answered on October 14, 2014.
- 14. Sierra propounded discovery on its counterclaims to ascertain how many loan borrowers had timely made the first year of loan payments (thus releasing those loans pursuant to the First Year Payment Release) and filed a Motion to Compel on this and other matters on October 29, 2014. Ultimately:
 - Under the FAC, the Trust claimed that Sierra was liable on 3,492 loans. (See the Trust's "Appendix B," served on Sierra in the Minnesota Action, attached as **Exhibit 7**);
 - The Trust subsequently conceded that the First Year Payment Release released, at a minimum, more than 2,900 of those loans all but 517;
 - Additional loans appeared to be released for other reasons, and on April 14, 2014, the Court in the Minnesota Action entered a stipulated order limiting discovery to just 502 of the original 3,492 loans (attached as **Exhibit 8**).
- 15. In other words, Sierra's counterclaim proved highly meritorious: at least 85% of the loans for which the FAC sought recovery were released by prior settlement agreements with Sierra. Establishing these facts took months of litigation and caused Sierra to incur significant attorneys' fees. Yet, not until July 20, 2015 more than <u>11 months</u> after Sierra filed its

counterclaims – did the Trust first threaten to seek relief on the basis that the counterclaim had been discharged. (See email attached as Exhibit F to Scheck Declaration, ECF 8948-6).

ARGUMENT

I. <u>SIERRA'S CLAIMS WERE POST-EFFECTIVE DATE CLAIMS</u>

- 16. The lynchpin to the Trust's argument that Sierra's claims were discharged and subject to the Plan injunction is the notion that the claims arose pre-petition and that Sierra did not file a proof of claim with respect to those claims.
- 17. Thus, the key issue is *when* Sierra's counterclaims arose. The Trust argues that the claim arose pre-petition when the parties entered into two settlement agreements (Exhibits 2 and 5) containing the subject releases and covenants not to sue. However, Sierra's claims arose *after* the Effective Date and, therefore, they are not subject to the Plan injunction.
- 18. Like several other Circuit Courts of Appeals, the Second Circuit uses the "relationship/fair contemplation" approach to determine whether a pre-petition contingent claim existed.³ The leading case on this issue in this Circuit is *United States v. LTV Steel Co. (In re Chateaugay Corp.)*, 944 F.2d 997 (2nd Cir. 1991), which held that "before a contingent claim can be discharged, it must result from pre-petition conduct fairly giving rise to that contingent claim." *Id.* at 1005 (quoting Judge Sprizzo's decision at *In re Chateaugay Corp.*, 112 B.R. 513, 521 (S.D.N.Y. 1990)).
- 19. The Eleventh Circuit also utilized the "relationship/fair contemplation" approach in *Epstein v. Official Committee of Unsecured Creditors of the Estate of Piper Aircraft (In re Piper Aircraft)*, 58 F.3d 1573 (11th Cir. 1995), as did the Ninth Circuit in *In re Jensen*, 995 F.2 925 (9th Cir. 1993).

³ Notably, however, the Second Circuit has not applied this test in a case where, as here, the allegedly discharged claim arose out of the voluntary, wrongful post-petition conduct of the debtor.

- 20. Here, there was clearly a prepetition contractual relationship between Sierra and the Debtors. The focus, accordingly, rests on the lack of "pre-petition conduct fairly giving rise to [any] contingent claim." Sierra respectfully submits that such conduct was lacking here.
- 21. Several courts utilizing the relationship/fair contemplation approach have found that where the claim arises out of the debtor's *post-discharge voluntary conduct*, no contingent claim existed pre-petition. For example, in *Sure-Snap Corp. v. State of Vermont (In re Sure-Snap Corp.)*, 983 F.2d 1015 (11th Cir. 1993), the debtor voluntarily prosecuted a post-confirmation appeal of an earlier adverse decision from the bankruptcy court. The creditor prevailed on appeal, entitling it to attorneys' fees and costs under its pre-petition agreement with the debtor. *Id.* at 1017. The district court denied the creditor's request for fees and costs on the ground that confirmation of the debtor's plan extinguished the creditor's right to attorneys' fees and costs. *Id.*
 - 22. On appeal, the Eleventh Circuit reversed the district court, finding that:

[t]he confirmation of Sure-Snap's Chapter 11 plan discharged its pre-confirmation liabilities under the Agreement. The attorney fees Bradford [the creditor] seeks were incurred by Bradford in defending a post-confirmation appeal initiated by Sure-Snap. Sure-Snap voluntarily continued to litigate the validity of the Agreement after confirmation of its Chapter 11 plan. Bradford had no choice but to defend. By choosing to appeal the validity of the Agreement after confirmation, Sure-Snap did so at the risk of incurring post-confirmation costs involved in "[B]ankruptcy was intended to protect the debtor from the continuing costs of pre-bankruptcy acts but not to insulate the debtor from the costs of post-bankruptcy acts."

Id. at 1018 (quoting In re Hadden, 57 B.R. 187, 190 (Bankr. W.D. Wis. 1986)) (emphasis in original).

23. Similarly, the Ninth Circuit has found discharge inapplicable where a debtor voluntarily commences or re-institutes litigation following its discharge. *Siegel v. Federal Home Loan Mortgage Corporation*, 143 F.3d 525 (9th Cir. 1998) considered whether a lender's

contractual rights to attorney's fees incurred post-petition, based upon a prepetition cause of action, constituted a discharged prepetition contingent claim. There, the debtor brought a post-petition action against the creditor in state court in which the creditor prevailed (*Id.* at 528), and the prepetition deeds of trust provided for recovery of the creditor's attorney's fees. *Id.* at 531.

- 24. The *Siegel* Court first disposed of the debtor's argument that the discharge eliminated the attorney's fees provisions from the prepetition documents. Citing *Johnson v. Home State Bank*, 501 U.S. 78, 83, 111 S.Ct. 2150, 2153, 115 L.Ed.2d 66 (1991), the court found that "a discharge in bankruptcy does not end a party's obligation, but merely prevents one method of collection. Thus, [the debtor's] discharge in bankruptcy did not extinguish the contractual attorney's fee provision." *Id.* at 531 (citations omitted).
- 25. In rejecting the debtor's argument that the attorney's fees claim constituted a prepetition contingent claim, the *Siegel* Court found:

This is a case where the debtor, Siegel, had been freed from the untoward effects of contracts he had entered into. Freddie Mac [the creditor] could not pursue him further, nor could anyone else. He, however, chose to return to the fray and to use the contract as a weapon. It is perfectly just, and within the purposes of bankruptcy, to allow the same weapon to be used against him.

* * *

Siegel's decision to pursue a whole new course of litigation made him subject to the strictures of the attorney's fee provision. In other words, while his bankruptcy did protect him from the results of his past acts, including attorney's fees associated with those acts, it did not give him carte blanche to go out and commence new litigation about the contract without consequence.

Id., at 533-34.

26. The Ninth Circuit reaffirmed *Siegel* in *Boeing North American, Inc. v. Ybarra* (*In re Ybarra*), 424 F.3d 1018 (9th Cir. 2005). There, the debtor, after having filed for bankruptcy protection, continued state court litigation against a creditor that she had commenced prior to

filing her bankruptcy petition. The creditor prevailed and sought to collect the portion of the fees and costs incurred postpetition. *Id.* at 1019. The bankruptcy court ruled for the creditor, and the debtor appealed to the Bankruptcy Appellate Panel of the Ninth Circuit ("BAP") which, in a divided opinion, reversed. The creditor appealed to the Ninth Circuit Court of Appeals, which reversed the BAP and reaffirmed its holdings in *Siegel*:

[W]e reaffirm that claims for attorney fees and costs incurred post-petition are not discharged where post-petition, the debtor voluntarily commences litigation or otherwise voluntarily "return[s] to the fray." Whether attorney fees and costs incurred through the continued prosecution of litigation initiated prepetition may be discharged depends on whether the debtor has taken the affirmative post-petition action to litigate a prepetition claim and has thereby risked the liability of these litigation expenses...

In this case, after petitioning for bankruptcy, Ybarra petitioned the bankruptcy court to exempt the state suit against Rockwell, and then appealed the bankruptcy court's denial of this exemption to the BAP and this court. On remand, Ybarra chose to pursue the state case rather than accepting Rockwell's \$17,500 settlement offer. Ybarra actively persuaded the state court to set aside the dismissal. We conclude that by affirmatively reviving the state suit, Ybarra "returned to the fray." Thus, under *Siegel*, Rockwell's claim for attorney fees and costs incurred post-petition was not discharged in the bankruptcy.⁴

27. The Second Circuit has also determined that a post-confirmation award of attorney's fees in pre-petition litigation may not constitute a pre-petition contingent claim. In *Big Yank Corp. v. Liberty Mutual Ins. Co. (In re Water Valley Finishing, Inc.)*, 139 F.3d 325, 328-29 (2d Cir. 1998), the Second Circuit found that a *sua sponte* post-confirmation award of attorney's fees in pre-petition litigation was not a contingent pre-petition claim. The Court

⁴ The BAP majority relied on two cases, *Abercrombie v. Hayden Corp. (In re Abercrombie)*, 139 F.3d 755 (9th Cir. 1998) and *Kadjevich v. Kadjevich (In re Kadjevich)*, 220 F.3d 1016 (9th Cir. 2000), which held that claims for postpetition attorney fees could not be granted administrative expense priority. *Id.* at 1021. In reversing the BAP, the Ninth Circuit held that administrative priority deals with the distribution of estate funds, whereas discharge involves post-discharge personal liability. Accordingly, the analysis of whether the attorney's fees liability is a contingent claim is different. *Id.* at 1025. Thus, "[e]ven if a cause of action arose pre-petition, the discharge shield cannot be used as a sword that enables a debtor to undertake risk-free litigation at others' expense." *Id.* at 1026.

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reasoned that the award was outside the reasonable contemplation of the parties despite a prepetition statement by the trial court "that it would look to the unsuccessful party to pay attorneys' fees." Id., at 328.

- Other courts have also held that a debtor cannot escape post-confirmation 28. liabilities where, as here, it voluntarily commenced or continued litigation post-petition. See Bell v. Ruben, No. 12 C 8311, 2013 WL 6211743 at *10 (N.D. Ill., Nov. 26, 2013) ("The focus is on why and how the debtor incurred the post-petition debt. Here, [the creditor] pursued her claims in the bankruptcy; [the debtor] voluntarily chose to throw his hat in the Arbitration ring with his former law firm and partners after the discharge order. Thus, the obligation at issue here accrued because of a superseding cause – i.e., [the debtor's] decision to pursue Arbitration – not because of [the creditor's] original claims"); Maple Forest Condominium Ass'n v. Spencer (In re Spencer), 457 B.R. 601, 613 (E.D. Mich. 2011) ("Where a right to payment after the bankruptcy filing remains solely within the power of the debtor to avoid, the right to payment does not arise from the pre-petition agreement"); In re Bennett, No. 09-36637, 2012 WL 2562418 at *6 (Bankr. S.D. Tex., June 28, 2012) ("to the extent the fees are contingent on the acts of the debtor, they are not a contingent claim within the meaning of § 101(5)(A), and they are not a claim against the estate as of the petition date"); see also Texaco Inc. v. Board of Commissioners for the LaFourche Basin Levee District, 254 B.R. 536 (Bankr. S.D.N.Y. 2000) ("Simply stated, the basic rule is that claims arising after confirmation from a contractual relationship are not barred by a confirmation order. It is only where the liability asserted in a claim is based upon a breach of contract that occurred before confirmation that the claim must be filed in the bankruptcy. Potential claims for liabilities for breach of obligations which might occur after confirmation cannot be filed before confirmation even if they could be anticipated").
- 29. What all of the foregoing cases have in common is their refusal to allow a debtor, such as the Trust here, to voluntarily pursue a post-discharge course of conduct which gives rise

to claims – whether based on prepetition contract or statute – and escape liability for those claims based on a previous bankruptcy discharge. Sierra respectfully submits that this Court should likewise deny the Trust's attempt to escape the consequences of its own post-confirmation actions in filing the FAC in blatant disregard of releases and covenants not to sue.

- 30. The Trust recognized, as far back as March, 2014, that its decision to file the FAC came with a risk that it may have to pay attorney's fees to Sierra a decision that was the Trust's alone to make, and which the Trust had every opportunity to avoid. Prior to the FAC's filing, the Trust: (a) was on notice the FAC would violate the settlement agreements; (b) acknowledged to the Court in the Minnesota Action the potential exposure to an award of attorneys' fees; (c) had the opportunity to revise the FAC to eliminate the problem (and *did* revise the FAC, but not in any way that diminished the violation); and (d) deliberately and unilaterally filed the FAC anyway. The Trust made a conscious and voluntary post-confirmation decision to violate the same set of contractual obligations on which it seeks to hold Sierra liable in the Minnesota Action.
 - 31. It should not now utilize this Court to escape that risk.⁵

II. THE DEBTORS AND TRUST WERE NOT DISCHARGED

- 32. The Motion must also be denied because the Debtors did not receive a discharge.
- 33. The Confirmation Order provides that the Debtors received a discharge but limited any discharge to the extent allowed under section 1141 of the Bankruptcy Code. (See Confirmation Order ¶ 42).
 - 34. Section 1141(d)(3) states as follows:
 - (3) The confirmation of a plan does not discharge a debtor if
 - (A) the plan provides for the liquidation of all or substantially all of the property of the estate

⁵ Sierra incorporated herein the additional analysis and case citations contained in the Objection of Decision One.

- (B) the debtor does not engage in business after consummation of the plan; and
- (C) the debtor would be denied a discharge under section 727(a) of this title if the case were a case under chapter 7 of this title.

11 U.S.C. § 1141(d)(3).

- 35. Section 727(a) of the Bankruptcy Code denies a discharge if "the debtor is not an individual." 11 U.S.C. § 727(a). Thus, a debtor is not entitled to a discharge if it is not an individual, the plan provides for the liquidation of all or substantially all of the estate property, and the debtor does not engage in business post-confirmation. *See e.g. Dutcher v. Reorganized Pettibone Corp.*, 193 B.R. 667, 668 (S.D.N.Y. 1996) ("[c]onfirmation of a plan discharges a corporation of all its debts unless it is a liquidating plan"); *Teamsters Pension Trust Fund of Philadelphia v. Malone Realty Co.*, 82 B.R. 346, 349 (E.D. Penn. 1988) (corporate or partnership debtor that is "both liquidating and discontinuing its business does not receive a discharge when its plan is confirmed"; accordingly, automatic stay dissolved and discharge *denied* "no later than the moment of confirmation"); *In re Wood Family Interests, Ltd.*, 135 B.R. 407, 410 (Bankr. D. Colo. 1989) (section 1141(d)(3) "and the case law interpreting it are clear that a discharge is not available to corporate or partnership debtors who propose a liquidating plan of reorganization.")
- 36. Here, the Debtors were unquestionably not individuals, the Plan provided for the immediate transfer of all, or substantially all, of the estates' assets to the Trust, and the Debtors did not continue to engage in business after the Effective Date.⁶ Accordingly, RFC was not entitled to a discharge under section 1141(d)(3) of the Bankruptcy Code.
- 37. The Confirmation Order recognized that fact and, accordingly, limited the discharge to the extent that section 1141 allowed. However, section 1141(d)(3) does not permit

⁶ In fact, the Liquidating Trust Agreement requires the Trust to "wind down the affairs of, and dissolve the Debtors and their subsidiaries, including the Non-Debtor Subsidiaries" [ECF 6064-1, Section 2.2(c)], and mandates that "no part of the Liquidating Trust Assets shall be caused by the Liquidating Trust Board to be used or disposed of in furtherance of any trade or business" [*Id.*, Section 7.1(b).]

any discharge. Accordingly, Sierra's counterclaims, even were they deemed pre-petition contingent claims, were not discharged.

- 38. Because Sierra's counterclaims were not discharged, its failure to file a proof of claim asserting such claims is of no moment. *See Grynberg v. United States of America (In re Grynberg)*, 986 F.2d 367, 370 (10th Cir. 1993) ("failure to file a proof of claim before the bar date simply precludes a creditor from participating in the voting or distribution from the debtor's estate"); *MMM Healthcare Inc. v. Quesada (In re Quesada)*, Bankruptcy No. 13-02057 BKT, Adv. Proc. No. 13-00174 BKT, 2014 WL 1329264 (Bankr. D. P.R., April 1, 2014) (finding that the failure to file a proof of claim does not affect its right to file a complaint for nondischargeability of the debt); *Pharaoh's Palace, Inc. v. Foster (In re Foster)*, No. 02-12221, 02-1116 at *4 (Bankr. M.D. La., Oct. 22, 2003) ("[a] claim can be nondischargeable even if the creditor has not filed a proof of claim in the record of a case"); *Kinney v. I.R.S. (In re Video Gaming, Inc.)*, 123 B.R. 889, 891 (Bankr. D. Nev. 1991) ("the failure of the IRS to file a proof of claim for the pre-petition 100% penalty taxes does not render its claim dischargeable").
- 39. Since Sierra's counterclaims were nondischargeable, it was free to pursue those claims outside of the bankruptcy process. *See DePaolo v. United States (In re DePaolo)*, 45 F.3d 373, 375 (10th Cir. 1995) ("[t]he party to whom [a nondischargeable] debt is owed is entitled after confirmation to enforce his or her rights as they would exist outside of bankruptcy") (*quoting In re Amigoni*, 109 B.R. 341, 343 (Bankr. N.D. Ill. 1989); *In re Grynberg*, 986 F.2d at 370 ("like any other holder of a nondischargeable debt, the IRS is also free to pursue the debtor outside bankruptcy"); *Educ. Credit Mgmt. Corp. v. Loving (In re Loving)*, 269 B.R. 655, 662 (Bankr. D. Ind. 2001) ("[n]either the bankruptcy rules nor the proof of claim bar date prevents a creditors holding a nondischargeable debt who has not filed a proof of claim from collecting outside of bankruptcy"); *United States v. Wood (In re Wood)*, 240 B.R. 609, 610 (C.D. Cal.

1999) ("the taxes were a nondischargeable debt under 11 U.S.C. 1141(d)(2) and 523, and thus could have been collected outside the plan").

WHEREFORE, for the reasons set forth above, Sierra respectfully requests that the Court deny the Motion in its entirety and grant such other and further relief as it deems just and proper.

Dated: New York, New York August 31, 2015 COZEN O'CONNOR

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EXHIBIT 1

UNITED STATES DISTRICT COURT DISTRICT OF MINNESOTA

RESIDENTIAL FUNDING COMPANY,) Case No. 0:13-cv-03511-RHK-FLN
LLC,)
Plaintiff,	DEFENDANT SIERRA PACIFICMORTGAGE COMPANY, INC.'SMEMORANDUM OF LAW IN
V.	OPPOSITION TO PLAINTIFF'S
SIERRA PACIFIC MORTGAGE COMPANY, INC.,) MOTION FOR LEAVE TO FILE A) FIRST AMENDED COMPLAINT)
Defendant.	

INTRODUCTION

When does a zealous effort to recover on behalf of bankruptcy creditors go one step too far?

The question is not theoretical – it is fundamentally the issue before the Court, and the answer is clear. The zealous advocate crosses the line when:

- The bankruptcy debtor mass-litigates breach of warranty claims by filing 75+ identical "cookie cutter" lawsuits against all of its former correspondent lenders that survived the economic meltdown;
- Every one of those complaints consists of conclusory allegations that cannot survive *Iqbal/Twombly* scrutiny;
- Just one month before filings those complaints, the debtor's counsel testified under oath in the bankruptcy proceeding that the evidence potentially supporting the claims alleged (specifically, loan files and loan-level electronic data for as many

as 190,000 mortgages) is almost entirely unsearchable and inaccessible; and

• Facing a hearing on the first Motion to Dismiss in a line of many, the debtor brings a motion for leave to file a proposed First Amended Complaint ("FAC") that (1) rectifies none of the shortcomings of the original Complaint; (2) remains obviously and admittedly without evidentiary support; and (3) injects new allegations that patently violate broad-spanning releases and covenants not to sue contained in a prior settlement agreement with the defendant – an agreement that, according to publicly-filed billing records, the debtor's counsel actually reviewed and discussed prior to filing suit.

STATEMENT OF FACTS

Sierra Mortgage Company, Inc. ("Sierra") began doing business with plaintiff and debtor-in-liquidation Residential Funding Company, LLC ("RFC") in or around March 1997. (Complaint, Ex. A, p. 1.) RFC alleges that, from that time until RFC filed for Chapter 11 bankruptcy in May 2012 (the "Bankruptcy Action") (*Id.*, ¶ 52), Sierra sold RFC "thousands" of residential mortgage loans. (*Id.*, ¶ 51.) The FAC puts the number of loans Sierra sold to RFC at "over 9,000," and attaches a 195-page list of all the loans allegedly bought from Sierra from to 2000 to 2007 – but *does not identify any loans that RFC contends are "defective."* (FAC Redline, p. 7, ¶¶ 16, 18 and Ex. C [Dkt. Nos. 49-6 and 49-5]).

The December 19, 2007 Settlement Agreement

Sierra occasionally repurchased certain mortgage loans from RFC; however, contrary to the allegations of the proposed FAC (at p. 3, ¶ 5 [Dkt. No. 49-6]), Sierra did

not "acknowledge" any "material defects" regarding such loans, and retains no continuing liability on them. In fact, Sierra and RFC executed written settlement agreements that (1) disclaimed any admission of wrongdoing by Sierra; (2) contained full releases and covenants not to sue with respect to the repurchased loans; and (3) obligated RFC to reimburse Sierra its costs and attorneys' fees in the event RFC – as it *expressly* does here – ever breached the covenant not to sue. (Declaration of James Coffrini ("Coffrini Dec."), Exs. 1-3.)

One such settlement agreement, effective December 19, 2007 (the "December 19, 2007 Settlement") – thus post-dating every loan listed in Exhibit C – provided Sierra with a broad-spanning retroactive release. (Coffrini Dec., Ex. 1.) In addition to an attached list of 29 "Subject Loans," the December 19 Settlement defined certain "Additional Loans" that

were sold to GMAC-RFC on or before the effective date of this Agreement, which may be in breach of one or more Events of Default, as described in the Client Guide but which have not been identified as of the date of this Agreement...

(Coffrini Dec., Ex. 1, p. 1.) Section 2(b) stated that upon payment of the Settlement Amount:

...GMAC-RFC for itself, its present and past representatives, heirs, executors, administrators, successors, assigns, family, partners, employees, agents, and attorneys will fully and forever release and discharge Client... from all claims, demands, torts, damages, obligations, liabilities, costs, expenses, rights of action, or causes of action arising out of the Subject Loans, and arising out of the Additional Loans, but only where the Additional Loans involve a borrower who has made the first twelve consecutive payments due GMAC-RFC within the month mandated by the contract, or (ii) where the overstatement of stated income by the borrower(s) is identified as the only Event of Default of the GMAC-RFC

Client Guide ("Client Guide").

(Id., p. 3 (emphasis added).) Sierra timely paid the full settlement amount. (Coffrini Dec., ¶ 3.) Section 3 contains a covenant not to sue: the parties promised not to "bring against the other party any other suits or actions, however denominated concerning any claim, demand, liability or cause of action that is the subject of this Agreement." (Id., Ex. 1, p. 3.) Section 4 provides that neither party admitted fault or liability (Id., pp. 3-4), and Section 6 awards prevailing party costs and attorneys' fees in the event of any dispute (Id., p. 4).

RFC's purported FAC seeks to "pursue additional recoveries" (¶ 5) against Sierra based on all previously repurchased loans, including the 29 Subject Loans expressly resolved by the December 19, 2007 Settlement. This alone is a breach of the covenant not to sue, but RFC has also opened a much uglier can of worms: its covenant not to sue extends not just to the Subject Loans, but a defined subset of Additional Loans that consists of the following: *each and every loan that RFC contends is defective and purports to sue on in this action*, *unless* for any such loan, *either*:

- 1. The borrower did not make "the first twelve consecutive payments due GMAC-RFC within the month mandated by the contract"; *or*
- 2. RFC can identify some other "Event of Default" pursuant to the relevant Client Guide other than "the overstatement of stated income by the borrower(s)."

(Coffrini Dec., Ex. 1, p. 3.) As will shortly be discussed, RFC apparently lacks the ability to access the information necessary to make these determinations. Thus, allowing

RFC to proceed with the proposed FAC would subject Sierra to undue prejudice, because the most effective weapon against breach of the covenant not to sue – a counter-claim for attorneys' fees – is not much of a deterrent against a bankrupt debtor with a proven track record of shooting first and asking questions *not at all*.

The Other Settlement Agreements

Given the broad retroactive effect of the December 19, 2007 Settlement, Sierra did not receive a significant number of repurchase demands from RFC following its execution. However, Sierra did subsequently enter into several similar settlement agreements with RFC, including two such agreements that completely extinguished any ostensible liability on the part of Sierra with respect to four of the "example" loans cited by the proposed FAC.

On March 10, 2008, the parties entered into a settlement (the "March 10, 2008 Settlement") resolving seven Subject Loans. (Coffrini Dec., Ex. 2.) Among the Subject Loans were three of the "example" loans cited in RFC's proposed FAC:

<u>**11208459**</u> (FAC, ¶ 42(k).)

 $\underline{11208467}$ (*Id.*, $\P 42(1)$.)

<u>11301585</u> (*Id.*, ¶ 42(n).)

(Coffrini Dec., Ex. 2, ¶ 1(a) and Exhibit A thereto.) The March 10, 2008 Settlement contained language virtually identical to that of the December 19, 2007 Settlement: including a release and covenant not to sue with respect to each Subject Loan. (*Id.*)

Similarly, on September 17, 2008, the parties entered into another settlement agreement (the "September 17, 2008 Settlement") releasing Sierra of liability with

respect to three Subject Loans, one of which is an RFC "example" loan cited in the proposed FAC:

11249329 (FAC, ¶ 53(c).)

(Coffrini Dec., Ex. 3, and Exhibit A thereto.) The September 17, 2008 Settlement contained the same provisions as the above-described settlement agreements. (*Id.*)

RFC counsel apparently reviewed at least one of these settlement agreements prior to the filing of this action. According to the billing records of Morrison Foerster LLP, RFC's counsel in the Bankruptcy Action – which is listed in the original complaint in this action as "Of Counsel" to RFC (Dkt. No. 1, p. 15) – on November 1, 2013, one of RFC's lawyers billed for the following time entry: "[r]eview Sierra Pacific file documents, including settlement agreement (0.6); discuss same with [other attorney] (0.2)." (Declaration of Jonathan M. Jenkins ("Jenkins Dec."), Ex. A, p. 2) (emphasis added.) While it is unclear which of the settlement agreements was reviewed, all such agreements contain a release and covenant not to sue for the repurchased Subject Loans. Thus, it is completely unclear why RFC's proposed FAC now attempts to violate that covenant not to sue by "pursu[ing] additional recoveries stemming from" each of the repurchased loans. (Dkt. No. 49-6, ¶ 5.)

The Genesis of This Lawsuit (And 75+ Others Like It)

Prior to filing for Chapter 11 bankruptcy in May 2012 along with numerous

¹ As explained in the Jenkins Dec. (at ¶¶ 2-3), Morrison Foerster LLP and Carpenter Lipps & Leland LLP (which is Special Litigation Counsel for RFC in the Bankruptcy Action, as well as counsel of record for RFC in this action) periodically file their billing and expense reports publicly in the Bankruptcy Action to receive compensation from the debtor estates.

affiliates, RFC was a mortgage loan aggregator, in the business of acquiring loans from numerous "correspondent lenders" such as Sierra and pooling them into securitized mortgage trusts. (FAC, ¶¶ 1-2.)

On December 11, 2013, the bankruptcy court approved RFC's Chapter 11 Plan (the "Plan").² Over the next several days, RFC mass-filed virtually identical lawsuits against Sierra and other former loan correspondents – 67 separate lawsuits in this federal district alone.³ (RFC also filed several similar lawsuits in Minnesota state court, as well as in New York federal and state courts). Yet, even more remarkable than the sheer volume of litigation RFC commenced is the swiftness with which it all came about.

Sometime after September 1, 2013,⁴ the bankruptcy debtors asked the Carpenter firm to "examine potential claims against certain third parties related to their roles in the

Exhibit D to Sierra's Request for Judicial Notice in Support of its Motion to Dismiss provides a list of the 67 cases RFC filed against former correspondent lenders in the U.S. District Court for the District of Minnesota.

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² One aspect of the Plan was creation of a Liquidating Trust to prosecute certain "Liquidating Trust Causes of Action" (including the potential claims against Sierra and other loan originators). However, RFC was blocked from bringing such claims in the Bankruptcy Action because, *inter alia*, many of RFC's correspondent agreements contain a Minnesota choice of venue clause (Complaint, Ex. A, ¶ 13 [Dkt. No. 1-1, p. 8]). Such provisions are automatically upheld in any "non-core" proceeding (e.g. a state law breach of contract action against a non-debtor entity). See, e.g. In Re Exide Technologies, 544 F.3d 196, 206 (3rd Cir. 2008). Thus, Section 13.2 of the bankruptcy court-approved Liquidating Trust Agreement included a jurisdictional carve-out: "…notwithstanding… anything to the contrary set forth in the Plan, the Liquidating Trust Board shall have power to bring (or cause to be brought) any action in any court of competent jurisdiction to prosecute any Liquidating Trust Cause of Action." (Jenkins Dec., Ex. D, p. 24) (emphasis added).) Therefore, RFC's contention in its recently-filed Motion to Transfer Venue to the U.S. Bankruptcy Court for the Southern District of New York (Dkt. No. 54) that the bankruptcy court retained "exclusive jurisdiction" over this action is incorrect.

The caption to the cited "Summary of Fifth and Final Application of Carpenter Lipps & Leland LLP as Special Litigation for the Debtors for Compensation and Reimbursement of Expenses" explains that the "Fifth Compensation Period" (when the debtors made their request to the Carpenter firm) was from September 1, 2013 through December 17, 2013. (Jenkins Dec., Ex. B, p. 3.)

Debtors' securitization to try and recover some of [sic] liabilities that were settled as part of the Global [bankruptcy] Settlement' (Jenkins Dec., Ex. B, p. 5); and sometime thereafter, the bankruptcy debtors "ultimately decided to pursue claims against certain of the correspondent lenders who had sold [RFC] loans." (*Id.*) The Carpenter firm's first billing entry regarding these correspondent lender lawsuits appears to have occurred on October 25, 2013 (*Id.*, p. 7) – just seven weeks prior to the "filing of more than 75 cases in December 2013 asserting claims against these lenders based on defective loans they had sold to RFC" (*Id.*, p. 5): "[r]eview various e-mails and related materials related to purchase of loans (.20). Conference with [other attorney] regarding potential affirmative claims (0.5)." (*Id.*, p. 7.)

Evidently, the notion of suing numerous correspondent lenders using substantially similar complaints advanced quickly. Just a few days later, on November 1, 2013, another attorney at the Carpenter firm had begun "work on draft correspondent lender complaint." (Jenkins Dec., Ex. B, p. 9.) Within several days, the Carpenter firm had designated this complaint as the "form correspondent lender complaint" or, alternatively, the "template complaint." (*Id.*, pp. 10-11.) In terms of actual due diligence, however, between October-December 2013, there appear to be only two specific references to Sierra in the Carpenter firm's billing records, amounting to less than three hours' work:

11/13/2013 Review and analyze correspondent files regarding Sierra Pacific Mortgage (1.5)

11/14/2013 Review and analyze Sierra Pacific lender file. [1.8] (*Id.*, p. 12.)

Contemporaneously, the Carpenter firm was working on the bankruptcy debtors' Plan confirmation. The question of how much pre-filing diligence RFC performed – or *could* have performed – seems to be addressed at least in part by a declaration of attorney Jeffrey Lipps of the Carpenter firm, filed in the Bankruptcy Action on November 12, 2013 (the "Lipps Declaration" or "Lipps Dec."). (Jenkins Dec., Ex. C.) The Lipps Declaration urged the bankruptcy court to approve the proposed Plan in part because it resolved pending securities fraud lawsuits against RFC (and the other debtors) that would otherwise require extensive discovery, including the production of copious loan files and loan-level data – information quintessentially relevant to *this* action. However, RFC *lacked the ability to access* large quantities of such information because, among other things, it had sold its entire loan servicing portfolio to Ocwen Loan Servicing, LLC ("Ocwen") for \$3 billion in early 2013.

The Lipps Declaration provided several "illustrative examples" of the discovery burdens RFC and the other bankruptcy debtors potentially faced in multiple mortgage-backed securities actions, and used as one such example the action *Allstate Insurance Co., et al. v. GMAC Mortgage, LLC et al.*, Hennepin County District Court Case No. 27-CV-11-3480:

The *Allstate* plaintiffs bought over \$553 million of RFC and GMAC RMBS certificates in twenty-five securitizations involving more than 190,000 mortgage loans between 2005 and 2007.

(Jenkins Dec., Ex. C, p. 18.) The proposed FAC concedes that "a number [of the 25 securitizations at issue in *Allstate*] included Sierra Pacific loans." (Dkt. No. 49-6,

¶ 72(c).)

The Lipps Declaration explained that if the *Allstate* litigation (which involved "all five of RFC's securitization shelves") were to continue, the discovery burdens would be severe:

Many loan files exist entirely or partially in paper copy only... production of all 190,000 loan files would likely require production of tens of millions of pages. Moreover, the personnel and systems needed to efficiently search for and copy loan files have all transferred to Ocwen, leaving the debtors with extremely limited practical ability to collect and produce those materials.

(Jenkins Dec., Ex. C, pp. 19-20 (emphasis added).) Thus, at the same time RFC was ramping up to file dozens of lawsuits against loan originators using its "template" complaint, it was simultaneously telling the bankruptcy court that it no longer had the ability to access critical evidence it would need to prosecute such claims (let alone conduct pre-filing diligence).

Moreover, to avoid violating the broad covenant not to sue in the December 19, 2007 Settlement with Sierra, RFC should have conducted pre-filing diligence using loan-level performance data, payment histories, and underwriting parameters for *each and every loan it is purportedly suing on* – to ensure that none of them were loans as to which: (1) the borrower had made 12 consecutive monthly payments; or (2) there was no Event of Default other than the borrower's overstatement of stated income. However, the Lipps Declaration explained that RFC lacks access to this information as well:

In addition, relevant loan-level data apart from origination files – such as information about loan-level performance data, loan originators, underwriting parameters, due diligence, quality audit results, payment history, and other relevant metrics – is housed in or was processed through a number of electronic systems. Some of these electronic systems are no longer operational, so it would require extensive IT work to access them.

(Jenkins Dec., Ex. C, p. 20 (emphasis added).) This concession perhaps shows why, as late as December 5, 2013 – just one week before RFC launched 75+ loan originator complaints into the judicial system – an attorney at the Carpenter firm was still searching for some means of corroborating RFC's blanket allegations. The billing entry reads:

Investigation into potential sources of quality control data to provide defect detail in complaints.

(Jenkins Dec., Ex. B, p. 14 (emphasis added).) Evidently, at the same time RFC's attorneys were preparing to storm courthouses, they were still struggling to find data to corroborate their "template" complaint.

Differences Between the Proposed FAC and the Original Complaint

Sierra's Motion to Dismiss (Dkt. No. 10) attacked the Complaint on, *inter alia*, *Iqbal/Twombly* grounds. The Complaint, like the other 66 complaints RFC filed in this judicial district, was a generic "template" that could have been (and apparently was) filed against any former correspondent lender that managed to survive the housing-market meltdown and global financial crisis. In 15 pages dotted with interchangeable references to "Defendant" and "other correspondent lenders," the Complaint offered:

- Lengthy and mostly irrelevant background regarding the Bankruptcy Action;
- Similarly irrelevant descriptions of securities fraud lawsuits brought against RFC on account of allegedly defective loans "including those sold to it by Defendant"
 (¶ 9);
- Generic allegations of contractual breach by "Defendant and other correspondent lenders" (¶ 31);

- An allegation that "<u>dozens</u> of the loans sold to RFC by Defendant violated the Client Guide and/or other representations or warranties made by Defendant" (¶ 33) (emphasis added); and
- Zero specific loans and zero particular representations and warranties allegedly breached by specific loans.

After bringing an unsuccessful motion for a six-week extension of time to "decide how to respond" to the Motion to Dismiss, RFC now asks for leave to file the proposed FAC which, in a nutshell:

- Changes "Defendant" to "Sierra Pacific" in most places;
- Conveniently and inexplicably raises the number of allegedly defective Sierra loans from "dozens" to "hundreds" (¶ 40);
- Provides even *more* irrelevant details regarding the Bankruptcy Action (¶¶ 71, 72(a)-(f), 75-76) and the securities fraud lawsuits against RFC (¶¶ 49, 60-61, 65);
- Violates covenants not to sue with Sierra (by, *inter alia*, seeking "additional recoveries" on all previously repurchased loans (¶ 5) and using as "examples" not less than four loans covered by prior settlement agreements (¶¶ 42(k),(l),(n) & 53(c)); and
- Still fails to identify <u>a single specific representation or warranty</u> allegedly breached with respect to <u>even one single Sierra loan</u>.

The proposed FAC makes three other notable additions. <u>First</u>, RFC provides 17 "example" defective loans (¶¶ 42(a)-(n) and 53(a)-(c)). However, *none* of these "examples" actually *identifies* a specific representation or warranty that the example loan

allegedly breached. Tellingly, RFC goes on to allege that "[u]pon information and belief, many more of the loans sold to RFC by Sierra Pacific contained material defects" (¶ 43 (emphasis added)). It would appear that RFC is just guessing.

Second, the proposed FAC attaches thick exhibits: fifteen versions of Client Guide "excerpts," and a list of 9,000+ loans purchased from Sierra. However, this "informational deluge" merely underscores the critical information RFC does not offer and does not itself know: *which* loans allegedly breached *what* contractual obligations (as established by *what* version of the Client Guide) and *how*? RFC never *connects the dots* – not even once.

Exhibits B-1 through B-15 (Dkt. Nos. 49-3 and 49-4) consist of hundreds of pages of "exemplary excerpts" from fifteen constantly-changing versions of the Client Guide. The sheer number of different versions demonstrates the difficulty in even figuring out the correct *source* of the contractual obligations applicable to any given loan – let alone the specific provisions allegedly breached. RFC makes no attempt to sort things out, stating only that the various excerpts "set the standards to which Sierra Pacific's loans to RFC were expected to adhere" and leaving it undecipherably at that. (Dkt. No. 49-6,

Exhibit C (Dkt. No. 49-5) purports to be a 195-page list of the 9,000 loans RFC bought from Sierra (FAC, ¶ 18), with sale dates as early as 2000 (and thus far outside

⁵ The proposed FAC contends that "[t]he complete versions of the Client Guide are known to the parties..." (¶ 17.) Quite the opposite. When it was in business, RFC made the Client Guides available primarily online. The most recent Sierra loan sale listed in Exhibit C was dated September 2007, more than six years ago, and RFC is out of business and in liquidation.

Minnesota's 6-year statute of limitations for breach of contract claims). Nowhere does Exhibit C specify which of these loans RFC alleges to be defective – meaning that Sierra cannot even *attempt* the process matching specific loans to particular representations and warranties scattered throughout "excerpts" from fifteen versions of the Client Guide.

Third, RFC tries to spruce up its allegations that certain (unspecified) Sierra loans "materially" breached various representations and warranties (also unspecified) by repeating the contentions made by former litigation adversaries (or contained in bankruptcy proofs of claim "stemming from *allegedly* defective mortgage loans." (FAC, ¶¶ 49, 57, 60-61, 65.) For example, RFC alleges:

...as part of the MBIA litigation, MBIA hired an expert to review again a sampling of loans... *MBIA's expert identified* 88 loans originated by Sierra Pacific that materially breached *the weaker representations that RFC had provided to MBIA*. Examples of the material breaches *MBIA asserted* were []...

(*Id.*, \P 61 (emphasis added).) What this section makes clear is that, for all of RFC's references to the mortgage securitization actions, those cases involved *completely different* sets of contractual obligations, notwithstanding RFC's conclusory assertion that the other representations and warranties were "weaker" or "more limited." (FAC, \P 36.)

In addition, RFC conspicuously avoids conceding that MBIA's (or any other plaintiff's) allegations were *accurate*. The proposed FAC tries to use the damaging assertions leveled against RFC in other actions as proof that Sierra breached representations and warranties in *this* case, but without conceding that RFC itself

committed wrongful conduct or caused any damages.⁶

RFC cannot have it both ways. Notably, RFC's Answer in the MBIA litigation (filed by the Carpenter firm) denied nine times "that RFC made any misrepresentations or breached any warranties" or that "there were undisclosed or misrepresented any risks related to loans in the collateral pools..." (Jenkins Dec., Ex. F.) RFC also asserted as an affirmative defense that "general economic conditions and changes in the housing market" were the superseding cause of MBIA's claimed mortgage securitization losses. (Id., p. 40 (emphasis added).) RFC is bound to this position whether it likes it or not: its counsel in both this action and the Bankruptcy Action, Jeffrey Lipps of the Carpenter firm, also served as RFC's expert witness in the Bankruptcy Action; his expert report filed on October 3, 2012 opined on the merits of the bankruptcy debtors' "Housing Crisis" Defense:

[t]here is ample evidence that the true cause of the losses to these Trusts was the massive economic downturn beginning in late 2007 and escalating through 2008 and into 2009... Debtors had developed extensive factual and expert support for this argument.

⁶ Consistent with this new strategy, RFC elected to delete ¶ 35 of the Complaint from the proposed FAC (Dkt. No. 49-6, p. 18), which read:

^{35.} Indeed, as part of its own analysis of the claims later asserted against it, RFC retained its own expert, who concluded that approximately 43.5% of the loans he reviewed were materially defective in one or more ways, and that the likely exposure to RFC and its affiliates from defective correspondent loans exceeded \$7 billion.

Apparently, as RFC attempts to convert this case into a "breach of warranty" action by citing breach of warranty caselaw (Motion, p. 3), it has become uncomfortable with the notion of conceding its own misconduct – perhaps out of concern that "breach of warranty" claims implicate a provision of Minnesota's comparative fault statute, *Minn. Stat.* § 604.01(1a).

(*Id.*, Ex. E, p. 38.)

STANDARD OF REVIEW

RFC correctly notes that F.R.C.P. Rule 15(a)(2) obligates federal courts to "freely" grant leave to amend "when justice so requires." (Motion, p. 2.) RFC also appositely cites (at p. 2) the recent decision in *Streambend Properties III, LLC v. Sexton Lofts, LLC*, 2014 WL 316895 (D. Minn. Jan. 28, 2014), in which the district court denied plaintiff's Rule 15(a)(2) motion for leave to amend because, among other reasons, the proposed amendments were "futile" and infused with bad faith.⁷

Streambend explained that a proposed amendment is "futile" when it would not survive a Rule 12(b)(6) motion to dismiss. Thus, proposed amendments must survive Twombly/Iqbal scrutiny: "[a] claim that does not satisfy Twombly is futile under Rule 15(a)." Id. at *6. See also Cornelia I. Crowell GST Trust v. Possis Medical, Inc., 519 F.3d 778, 781-83 (8th Cir. 2008) (upholding district court's denial of leave to amend on ground of futility). The Court may also properly deny leave to amend where the request is apparently made in "bad faith" or would cause "undue prejudice" to the opposing party. Streambend, 2014 WL 316895 at *6-8.

Twombly mandates that a viable complaint must set forth enough specific facts "to state a claim to relief that is plausible on its face." 550 U.S. at 570. "[L]abels and conclusions" or a "formulaic recitation of the elements of a cause of action will not do." *Id.* at 555. In a breach of contract case, the mere assertion that the defendant breached a

⁷ The district court in *Streambend* established that plaintiff's proposed amendments were time-barred by citing a county recorder document that evidenced plaintiff's constructive notice. 2014 WL 316895 at *6-8.

contractual obligation is not enough; the plaintiff must specify *what* contractual provisions are at issue, or it is "impossible to discern precisely how [the defendant] allegedly has breached them." *Motley v. Homecomings Fin., LLC*, 557 F. Supp. 2d 1005, 1013 (D. Minn. 2008). *See also T.B. Allen & Assocs., Inc. v. Euro-Pro Operating LLC*, 2012 WL 2508021 at *2 (D. Minn. June 28, 2012) (dismissing breach of contract claim when plaintiff did not sufficiently plead terms of contract).

F.R.C.P. Rule 8(a)(2)'s "short and plain" fair-notice pleading standard affords no protection to complaints that are minimally pled because of insufficient pre-filing diligence or a lack of evidentiary support:

It is the plaintiffs' burden, under both Rule 8 and Rule 11, to reasonably investigate their claims, to research the relevant law, to plead only viable claims, and to plead those claims concisely and clearly, so that a defendant can readily respond to them and a court can readily resolve them.

Gurman v. Metro Housing and Redevelopment Authority, 842 F. Supp. 2d 1151, 1153 (D. Minn. 2011). Accordingly, conclusory allegations that lack factual support and are based on "information and belief" do not satisfy Rule 8. See Vollmer v. Fed. Home Loan Mortg. Corp., No. 13-2617, 2014 WL 642423, at *1 (8th Cir. Feb. 20, 2014).

ARGUMENT

1. The Court Should Deny Leave to File the Proposed FAC Because It Is Futile, Smacks of Bad Faith, and Would Unduly Prejudice Sierra

On this Motion, issues of futility and bad faith run together: the proposed FAC, like the original Complaint, does not pass muster under Rule 12(b)(6) and *Twombly/Iqbal*. The proposed FAC throws up huge amounts of data (9,000 loans and 15

partial versions of a Client Guide) that only further convolutes RFC's claims – for instance, by purporting to make *clearly time-barred claims* based on loans that RFC purchased as far back as 2000.⁸ The FAC seeks additional recovery on loans that Sierra already repurchased, violating a settlement agreement and covenant not to sue that RFC's own attorneys have read, according to their publicly-filed billing records. And RFC is bound to further violate the retroactive release and covenant not to sue contained in the December 19, 2007 Settlement,⁹ because RFC apparently has no access to the electronic loan-level data (such as payment histories) necessary just to ascertain whether any given Sierra loan is subject to the settlement provisions.

Particularly concerning, however, is the question of *why* RFC now presents the Court with a *second* pleading asserting claims that lack evidentiary support. In the Lipps Declaration, RFC's own counsel (and expert witness) essentially admitted in open court – just one month before this action and 70+ other like it were filed – that plaintiff did not have the *ability* to adequately investigate and prosecute these claims. (Nonetheless, at the very same moment, RFC's attorneys were hurriedly churning out a "template" complaint in anticipation of mass litigation).

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⁸ "It is well-settled [under Minnesota law] that a cause of action for breach of contract accrues immediately on a breach, though actual damages resulting therefrom do not occur until afterwards." *Enervations, Inc. v. Minnesota Mining and Mfg. Co.*, 380 F.3d 1066, 1069 n2 (8th Cir. 2004) (citation omitted) (leave to amend properly denied where extrinsic settlement agreement revealed claim to be time-barred).

⁹ While typically the Court does not look beyond the Complaint on a motion to dismiss, there is a recognized exception for "materials that are part of the public record... as well as materials that are necessarily embraced by the pleadings" – such as the December 19, 2007 Settlement. *Homeownership Preservation Foundation*, 2009 WL 6067018 at n3.

RFC cites several cases for the proposition that plaintiffs in the "RMBS litigation space" (which this two-count breach of contract action does *not* occupy) do not have to "set forth in the complaint each and every breach for every one of the thousands of loans involved." (Motion, pp. 5-6.) This is an unavailing attempt to redirect the line of battle: RFC need concern itself with whether it must match specific contractual provisions to particular loans "thousands" of times when thus far it has failed to do so *even once*.

Federal courts in other jurisdictions have provided clear and persuasive authority regarding the application of *Twombly/Iqbal* to the breach of warranty claims that predominate in loan repurchase litigation. Those courts "have dismissed breach of representation and warranty claims, which fail to plead facts sufficient to put a defendant on notice of the nature and scope of the claims." *Torchlight Loan Servs., LLC v. Column Fin., Inc.*, 2012 WL 3065929, at *5 (S.D.N.Y. July 25, 2012) (dismissing portions of a complaint that merely recited the warranties and alleged breaches but provided no factual underpinnings of the purported breach); *see also Wells Fargo Bank, N.A. v. LaSalle Bank N.A.*, 2011 WL 4837493, at *3 (N.D. Ill. Oct. 11, 2011) (dismissing breach of warranty claim where plaintiff failed to allege "the ways" in which defendant breached its warranty).

In this case, the Complaint offered lots of detail about irrelevant matters such as the Bankruptcy Action and the dozens of securities fraud actions filed against RFC, and the proposed FAC provides more of the same. However, in marked comparison, RFC's operative allegations of contractual breach are strikingly threadbare – far more so than the complaints analyzed in *Torchlight* and *Wells Fargo*. In fact, both documents –

stripped of the irrelevant "filler" – are more similar to the skeletal complaint at issue in *Bissessur v. Indiana University Board of Trustees*, 581 F.3d 599, 604 (7th Cir. 2009), where the Court of Appeals affirmed dismissal of a student's breach of implied contract claim against a university due to insufficient factual allegations in support of naked legal conclusions. The decision gave the plaintiff a scathing rebuke that seems equally applicable to RFC's factually bankrupt claims against Sierra:

Allowing this case to proceed absent factual allegations that match the barebones recitation of the claims' elements would sanction a fishing expedition costing both parties, and the court, valuable time and resources.

Such language calls to mind *Iqbal*'s cautionary admonition that F.R.C.P Rule 8 "does not unlock the doors of discovery for a plaintiff armed with nothing more than conclusions." 556 U.S. at 678-79. It logically follows that the "doors of discovery" also remain barred for a plaintiff who – according to the recent testimony of its bankruptcy counsel/litigation counsel/expert witness under penalty of perjury – cannot access potential evidentiary support because it is located in untrackable loan files or on inoperative computer systems.

Without a doubt, RFC and its counsel are attempting to zealously represent the interests of bankruptcy creditors. They may hold a firm belief that evidence supporting RFC's allegations is somewhere out in the universe. And they are clearly concerned about a rapidly closing window on the statute of limitations. Regardless, it is equally clear that RFC is undeterred by the fact that its cookie-cutter claims against Sierra and 70+ other loan originators lack adequate evidentiary support. And permitting RFC to go on marching blindly into the night – while trampling on Sierra's rights in violation of

covenants not to sue – is not the appropriate result. As this Court has previously noted, "[a] shot in the dark is a sanctionable event, even if it somehow hits the mark." *Brown v. Ameriprise Financial Services, Inc.*, 276 F.R.D. 599, 605 (D. Minn. 2011), citing *Vista Mfg., Inc. v. Trac-4, Inc.*, 131 F.R.D. 134, 138 (N.D. Ind. 1990).

On these facts, denial of RFC's Motion is warranted on three grounds: futility, bad faith, and prejudice to Sierra. *Streambend*, 2014 WL 316895 at *6-8. The proposed FAC is facially defective, RFC does not have proper evidentiary support for the claims alleged, and the mere filing of the FAC would massively violate Sierra's rights under the retroactive release and covenant not to sue contained in the December 19, 2007 Settlement. Denying RFC leave to file the FAC as proposed would not even be especially prejudicial (and certainly not the death knell this action deserves), as plaintiff's original Complaint is still pending.

Nonetheless, denial will send RFC and its counsel an overdue reminder (on behalf of Sierra and 66 other outraged mortgage originators recently hailed before this Court) that zealous advocacy has limits. Some lines may never be crossed, whether by one step or ten, even in the name of bankrupt debtors that no longer bleed.

CONCLUSION

For the above-stated reasons, Sierra respectfully requests that the Court deny RFC's Motion.

Dated: March 7, 2014 Respectfully Submitted,

/s/ Jonathan M. Jenkins
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Lara Kayayan
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aschwartz@lapplibra.com

Counsel for Defendant Sierra Pacific Mortgage Company, Inc.

EXHIBIT 2

SETTLEMENT AGREEMENT

This Settlement Agreement effective as of December 19, 2007 (may be amended, supplemented or otherwise modified from time to time, hereinafter referred to as "Agreement") is between Residential Funding Company, LLC ("GMAC-RFC") and Sierra Pacific Mortgage Company Inc. ("Client"), collectively the ("Parties") and individually the ("Party").

RECITALS:

WHEREAS, GMAC-RFC purchased from Client pursuant to the terms and conditions of that certain Client Contract dated March 13, 2002 (as amended, supplemented or otherwise modified from time to time, hereinafter referred to as the "Client Contract") those residential mortgage loans described on the attached Exhibit A (hereinafter referred to as the "Subject Loans");

WHEREAS, the parties believe there may be other loans ("Additional Loans") that were sold to GMAC-RFC on or before the effective date of this Agreement, which may be in breach of one or more Events of Default, as described in the Client Guide but which have not been identified as of the date of this Agreement;

WHEREAS, GMAC-RFC has demanded that Client repurchase the Subject Loans pursuant to the Client Contract;

WHEREAS, Client has not repurchased the Subject Loans;

WHEREAS, the Parties have agreed that it is in their respective best interests to settle their disputes with respect to the Subject Loans and with respect to a sub-set of certain Additional Loans on the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GMAC-RFC and Client hereby agree as follows:

PAYMENT:

)

(a) In settlement of OMAC-RFC's claims, and in consideration of GMAC-RFC releasing its claims against Client relating to the Subject Loans and a sub-set of certain Additional Loans and all other undertakings stated in this Agreement, Client will pay to GMAC-RFC the amount of \$1,000,000

("Settlement Amount"). Client will pay the Settlement Amount to GMAC-RFC on or before December 21, 2007.

(b) Payment shall be made to GMAC-RFC no later than 12:00 Noon (Minneapolis time) on the due date and shall be made in lawful money of the United States of America in immediately available funds transferred via wire to GMAC-RFC's account at:

BANK ONE

Chicago, IL 60670

ABA #071000013

Credit to GMAC-Residential Funding Company, LLC

DDA account #1097286

Attn: Melissa Simons

RE: Sierra Pacific 12/07

(c) If Client fails to pay the Settlement Amount on a timely basis in accordance with the payment schedule, or otherwise breaches its obligation under the Client Contract or any other Agreement it has with GMAC-RFC, GMAC-RFC may, at its option, by written notice to Client, terminate this Agreement and proceed against Client with respect to the Subject Loans and all Additional Loans under the Client Agreement.

2. RELEASES:

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(a) Client for itself, its present and past representatives, heirs,

executors, administrators, successors, assigns, family, partners, employees, agents and attorneys does hereby fully and forever release and discharge GMAC-RFC, and any entity affiliated in any manner with GMAC-RFC and its representatives, heirs, executors, administrators, successors, assigns, family, partners, employees, agents, and attorneys from any and all claims, demands, torts, damages, obligations, liabilities, costs, expenses, rights of action, or causes of action, arising out of the Subject Loans, and arising out of the Additional Loans, but only where the Additional Loans involves a borrower(s) who has made the first twelve consecutive payments due GMAC-RFC within the month due as mandated by the contract, or (ii) where the overstatement of stated income by the borrower(s) is identified as the only Event of Default of

the GMAC-RFC Client Guide ("Client Guide"). All other types of Additional Loans are not included within the scope of this release and are thus subject to repurchase and other remedies. All other rights of the Parties under the "Client Guide" shall remain in full force and effect, except as expressly stated herein.

(b) Upon full payment of the Settlement Amount by Client and the performance by Client of all other terms and conditions of this Agreement, GMAC-RFC for itself, its present and past representatives, heirs, executors, administrators, successors, assigns, family, partners, employees, agents, and attorneys will fully and forever release and discharge Client, and its respective representatives, heirs, executors, administrators, successors, assigns, family, partners, employees, agents and attorneys from all claims, demands, torts, damages, obligations, liabilities, costs, expenses, rights of action, or causes of action arising out of the Subject Loans, and arising out of the Additional Loans, but only where the Additional Loans involve a borrower(s) who has made the first twelve consecutive payments due GMAC-RFC within the month due as mandated by the contract, or (ii) where the overstatement of stated income by the borrower(s) is identified as the only Event of Default of the GMAC-RFC Client Guide ("Client Guide"). All other types of Additional Loans are not included within the scope of this release and are thus subject to repurchase and other remedies. All other rights of the Parties under the "Client Guide" shall remain in full force and effect, except as expressly stated herein.

- (c) The Parties acknowledge that they may hereafter discover facts different from or in addition to those which they know or believe to be true with respect to the Subject Loans and Additional Loans and agree that this Agreement shall be and remain effective in all respects notwithstanding such different or additional facts or the discovery thereof. Nothing in this Agreement shall be deemed to release any claims arising (i) under the Client Contract but unrelated to the Subject Loans and Additional Loans, or (ii) under any other Agreements now or hereafter in effect to which GMAC-RFC and Client are parties.
- 3. NO OTHER ACTIONS: Each Party represents and warrants that it has not brought and will not bring against the other party any other suits or actions, however denominated concerning any claim, demand, liability or cause of action, that is the subject of this Agreement.
- NO ADMISSION OF WRONGDOING: This instrument shall not be construed as an admission of responsibility, liability or fault whatsoever for either Party's claims. Client and GMAC-RFC

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deny all such responsibility and deny that they have engaged in any improper, illegal, or wrongful conduct toward each other.

- REPRESENTATIONS AND WARRANTIES: Each of the Parties does hereby represent and warrant to the other that this Agreement is a valid and binding obligation of each Party enforceable in accordance with its terms.
- 6. ENFORCEMENT EXPENSES OF PREVAILING PARTY: Each Party agrees that in the event of any dispute regarding this Agreement or the claims, demands, liabilities, and causes of action included within its scope, the losing Party will be liable to reimburse, on demand, the prevailing Party for any and all expenses and costs, including, without limitation, the fees and expenses of the prevailing Party's counsel and of any other counsel, experts, consultants or agents that the prevailing Party may incurative the date hereof in connection with the enforcement of this Agreement.
- 7. CONFIDENTIALITY: All terms of this Agreement are and shall remain confidential and shall not be disclosed to other parties other than to the Party's attorneys, accountants or other professionals, or in conjunction with a duc diligence investigation of any Party's business, except: a) to the extent that the Parties are obligated to make disclosure as a result of legal process or to perform other legal duty; or b) except as agreed by all Parties in separate writing.

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- FURTHER ASSURANCES: Each Party agrees to execute all such further documents as shall be reasonably necessary or helpful to carry out to the provisions of this Agreement.
- 9. NO PRIOR ASSIGNMENT OF CLAIMS: Each Party represents and warrants that said Party has not previously assigned or transferred any claim, demand, liability, or cause of action that is the subject of this Agreement.
- shall be effective unless it is in writing and signed by Client and GMAC-RFC, and no waiver of any provision of this Agreement, and no consent to any departure there from by Client or GMAC-RFC shall be effective unless it is in writing and signed by Client and GMAC-RFC, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
- 11. CONSTRUCTION: This Agreement constitutes a negotiated document. In case of any alleged ambiguity in any term of this Agreement, such term shall not be constructed in favor of or against

either Party by reason of the participation of such Party or its attorneys in the negotiation or drafting of this Agreement.

- 12. APPLICABLE LAW: This Agreement shall be subject to and constructed and enforced in accordance with the internal laws of the State of Minnesota without giving effect to any conflicts of laws principles.
- 13. BINDING EFFECT AND ASSIGNMENT; INTENDED THIRD PARTY
 BENEFICIARY: This Agreement shall insure to the benefit of, and shall be binding upon Client and
 GMAC-RFC and their respective successors and assigns.
- 14. SEVERABLITY: Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be effective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction, and to this end, the provisions hereof are severable.
- 15. FACTUAL INVESTIGATION: Each Party has made such investigation of the facts pertaining to this Agreement, as it deems necessary.
- 16. SECTION HEADINGS: Section headings in this Agreement are for convenience only and shall not in any way limit or affect the meaning or interpretation of any provision of this Agreement.
- Parties as to the subject matter hereof, and supersedes all prior agreements and understandings relating to the subject matter hereof. Without limiting the generality of the foregoing, this Agreement represents the final agreement between the Parties as to the subject matter hereof and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the Parties; and there are no unwritten oral agreements between the Parties and neither GMAC-RFC nor Client, nor any officer, agent, employee, representative or attorney for GMAC-RFC or Client, has made any statement or representation to the other Party regarding any facts relied upon in entering this Agreement, and neither Party has replied upon any such statement or representation in executing this Agreement or in making this statement herein set forth.
- 18. COMPREHENSION OF AGREEMENT AND DUE AUTHORIZATION: Each Party hereto has read this Agreement and understands the contents thereof. Each of the officers or agents

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executing this Agreement on behalf of their respective principals is empowered to do so and thereby binds his or her respective principal.

19. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed and delivered by its officer thereto duly authorized as of the date first above written.

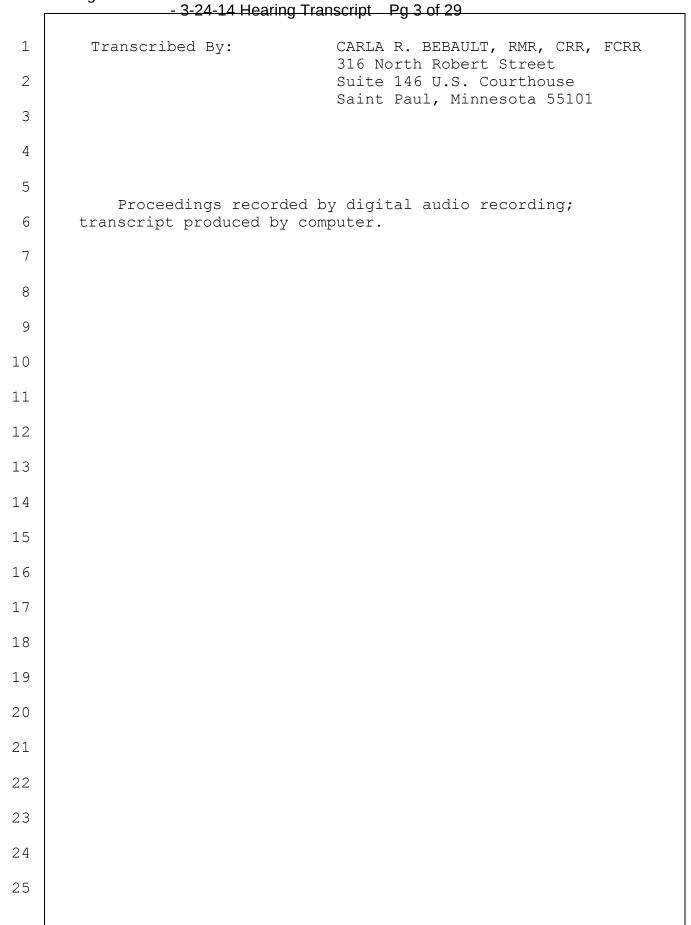
5	Sierra Pacific Mortgage Company, Inc
1	By:
1	Yame: Tivn Coffrini
	FILLS: Resident
1	Date: 12 19 07
s	State of California
	County of Sagramanto
_	The foregoing instrument was acknowledged before methis 19 th day of <u>Peremoter</u> , 2007 by, Tem CHArini the Museum of Sierra Pacific Mortgage
	Company, Inc aCA corporation, on behalf of the corporation,
	Commission # 1742265 Notary Public - California s Sacramento County Notary Public - Harris Sacramento County
	May Comm. Equina Apr 27, 2011
F	Residential Funding Company, LLC
E	sy: Dorian Whealden
N	Name: Dorian Whealdon
	Title: Director
D	Date: 17/20/07

Ex	1.2	B.	4	A
E.S.	CE III.	59 I	HZ.	А

Exhibit A	100	
GMAC-RFC #	Client#	Borrower
10655669	378035	
10311615	349200	
10311609	349119	
10867257	403721	
10832779	397685	
11249199	430469	
10311613	349186	
10867071	398902	
10832743	396458	
11208305	428568	
11047567	415525	
10832823	400042	
11249811	440138	
10832129	398883	
10789841	368673	
19269979	474615	
11448913	458503	
19289815	454308	
19447265	478256	
11110937	421264	
19439983	476255	
19033808	462239	
19439979	0000476055	
19439985	476262	
19447301	478795	
11448683	460014	
11310009	443784	
11301631	445689	
10394503	357631	

EXHIBIT 3

- 3-24-14 Hearing Transcript Pg 2 of 29 1 UNITED STATES DISTRICT COURT DISTRICT OF MINNESOTA 2 3 Residential Funding Company,) File No. 13-CV-3511 4 LLC, (RHK/FLN) 5 Plaintiff, Minneapolis, Minnesota 6 March 24, 2014 VS. 9:36 a.m. 7 Sierra Pacific Mortgage) DIGITAL AUDIO Company, Inc.,) RECORDING TRANSCRIPT 8 Defendant. 9 10 BEFORE THE HONORABLE FRANKLIN L. NOEL UNITED STATES DISTRICT COURT MAGISTRATE JUDGE 11 (MOTIONS HEARING) 12 APPEARANCES For the Plaintiff: FELHABER LARSON FENLON & VOGT PA 13 DONALD G. HEEMAN, ESQ. 220 South Sixth Street 14 Suite 2200 Minneapolis, Minnesota 15 55402-4504 16 QUINN EMANUEL URQUHART & SULLIVAN, LLP 17 PETER E. CALAMARI, ESQ. 51 Madison Avenue 18 22nd Floor New York, New York 10010 19 For the Defendant: JENKINS LLP 20 JONATHAN M. JENKINS, ESQ. 8075 West Third Street 21 Suite 407 Los Angeles, California 90048 22 LAPP LIBRA THOMSON STOEBNER & 23 PUSCH, CHARTER AMY L. SCHWARTZ, ESQ. 120 South Sixth Street 24 Suite 2500 25 Minneapolis, Minnesota 55402



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1 PROCEEDINGS IN OPEN COURT 2 3 4 THE COURT: Okay. This is Residential Funding 5 versus Sierra Pacific Mortgage Company, Inc. Let's get everybody's appearance on the record. For the Plaintiff. 6 7 MR. HEEMAN: Good morning, your Honor. Donald Heeman, Felhaber Larson. And with me is Peter Calamari from 8 9 Quinn Emanuel Urquhart & Sullivan appearing pro hac vice, 10 and Mr. Calamari will be arguing today. 11 THE COURT: Okay. For the Defendant. 12 MR. JENKINS: Good morning, your Honor. Jonathan 13 Jenkins, Jenkins, LLC, on behalf of Sierra Pacific Mortgage, 14 Incorporated. And with me is Mr. Richard Thomson of Lapp, 15 Libra, Thomson. 16 THE COURT: Okay. We're here for a hearing on the 17 Plaintiff's Motion to File a First Amended Complaint. 18 Mr. Calamari, you're up. 19 MR. CALAMARI: Thank you, your Honor, and good 20 Thank you especially for letting me appear here. morning. 21 This is a straightforward application to amend a 2.2 complaint. Rule 15 provides that amendments should be 23 freely granted when the interests of justice so require. 24 The application comes pre answer, pre a Rule 16 scheduling 25 conference, pre any adjudication on the merits of the

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original complaint. Unlike some of the cases cited by

Defendants in their opposition papers, the First Amended

Complaint -- it is the First Amended Complaint. It is not a

series of amended complaints which have been dismissed and

attempts to cure problems that a court has identified in an

original complaint. There's been no adjudication on the

merits of the original complaint. Defendant's opposition

papers don't even bother to address the standards for

amended --

THE COURT: Let me ask you this because you may be aware this isn't the only case we have with your client.

MR. CALAMARI: I am aware, your Honor.

THE COURT: What generated the perceived need to amend the complaint and is this something we're gonna see in the multitude of other cases that we have?

MR. CALAMARI: Your Honor, the answer to your second question is yes. There will be amended complaints in the other cases to reflect a more robust complaint in each case with more specific information. That's not to say that we think the first complaints wouldn't have withstood a Motion to Dismiss, but a Motion to Dismiss had been filed and the Motion to Dismiss raised issues about the pleadings and we tried to address those issues.

THE COURT: So this is in response to the Motion to Dismiss to attempt to avoid that?

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MR. CALAMARI: Correct. Well, again, your Honor, it is trying to make the Motion to Dismiss utterly and completely irrelevant.

THE COURT: Okay.

MR. CALAMARI: We think the original complaints would have certainly satisfied the *Twombly* standards for a breach of contract and a breach of indemnity obligation agreement, which is the two issues raised here. No fraud is alleged in these complaints so there's no specificity requirement. It's a very straightforward pleading requirement. But because a Motion to Dismiss was made and it complained about lack of detail, the subsequent complaints provide substantially more detail on the nature of the breaches than the original complaints provided.

THE COURT: Okay. And on the -- so is this the first of many or are we just one of many that we're right in the middle of? Because all of these cases are staying, as I understand it, with the individual judges, at least for now. Have other judges in this district addressed a motion like this to amend in response to a Motion to Dismiss or is this the first of many?

MR. CALAMARI: This is the first. We don't think there will be many because other defendants have just consented to the amended complaint. Some have asked us to amend the complaint before they draft a Motion to Dismiss.

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There are a few other complaints where there is a Motion to Dismiss and an amended complaint has been filed and those Defendants have in effect said they'd like to go ahead with their Motion to Dismiss even in the face of the amended complaint. And we have asserted some opposition to that on the grounds that the amended complaint moots out the original complaint. But this is the first hearing on this particular issue.

THE COURT: Okay. And how do you address -- so then going to the substance of the merits, as I understand it the Defendants say you still haven't identified a single loan that was nonconforming and therefore you're entitled to any compensation.

MR. CALAMARI: I think this is one of the big fallacies in their papers. If you look at paragraph 42 to the complaint, paragraph 42 to the complaint identifies some 16 -- I can check the complaint for the exact number, but -sorry I left it over here. It identifies quite a number of -- I can give you the exact number -- yeah, I believe it's 16 separate loans, individual loans that have defects in them. It specifies the loan number. It gives you the nature of the defect. It provides information about why the defect is material. To say that we haven't identified a specific loan is simply wrong. There's just no -- no basis for that claim.

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Equally they don't really admit -- while they make that bold statement, what they really say is a few of these loans might be subject to settlement agreements. And that's the bulk of their papers which don't belong on a motion -opposition for a Motion for Leave to Amend. They make summary judgment type arguments. They say, well, a couple of those loans might be subject to settlement agreements.

Well, that's an issue to be determined after they put in an answer and they raise a defense, and then that can be looked at. The settlement agreements clearly don't cover all of the loans in question.

THE COURT: Do we know if any of the 16 specifics that are listed in paragraph 42 are governed by settlement agreements or don't we know?

MR. CALAMARI: To my knowledge, three or four of them might be covered by settlement agreements but the words in those settlement agreements are sufficiently ambiguous to make it unclear as to whether there is a release of the particular indemnification claims here. But we also make quite clear in the complaint that we are not seeking to recover on any loans that were repurchased by Sierra. And so even if one or two of these examples is covered by a settlement agreement, the complaint makes clear that we are not seeking to recover for those particular loans.

Now, it's important to understand, your Honor,

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these cases not only in this court but there are cases on repurchase claims all over the country. Some of those cases have been tried, some of those cases are settled, many of them are still in -- winding their way through the courts. And virtually every single one of those cases has recognized that the volume of loans is simply too big to allow for either pleading or proving that every one individual loan that breached was a breach. All of the courts that have looked at these issues have resorted to a sampling approach. That is, take a statistically normal sample. See if -- you use 400 loans or a hundred loans, if 40 of them are materially a breach, then you could assume that across the whole pool 40 percent would be a material breach. So no court has required pleading and proving defect in every single defective loan.

But, again, we're getting to -- getting further down the road. All we have here is whether or not we should have leave to amend the complaint. We don't even in theory have to establish that a complaint states a claim on this motion. The -- that is yet to be decided. All we really need to show is that it's plausible. And at this point it's more than plausible. This is -- the detailing provided in the amended complaint is very straightforward. These are simple claims, and we think that the motion should be granted.

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1 THE COURT: Okay. 2 MR. CALAMARI: I would make one other point. 3 There is a case, Streambend, that we cited in our papers and 4 the Defendants have endorsed. In that complaint -- in that 5 case there was initially a state court proceeding. state court proceeding went to judgment. The disappointed 6 7 party in that proceeding commenced a federal court 8 proceeding, filed a complaint, then filed an amendment as of 9 right. Then when that complaint was dismissed, made a 10 motion for leave to file an additional complaint. That 11 motion was granted. When that complaint was dismissed, made 12 a motion to file a third amended complaint. That motion was 13 granted in part. 14 The court didn't finally dismiss the case and 15 refused further amendment until the Motion for the Fourth 16 Amended Complaint, after three previous active adjudications 17 on the merits of the complaints. And so, your Honor, to me, 18 this is a motion that ought to be granted and we should have 19 no further argument on it. Thank you. 20 THE COURT: Okay. It's our practice to let the 21 other side argue, just because. 2.2 MR. CALAMARI: I apologize. 23 THE COURT: All right. Go ahead. 24 MR. JENKINS: Thank you, your Honor, and may it 25 please the Court:

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This, your Honor, is the First Amended Complaint that RFC seeks leave to file. It is 549 pages long; 96 percent of it consists entirely of exhibits. Sierra contends that, particularly in light of the fact that this is the First Amended Complaint of many that is about to hit this Court's docket, that the Court should deny RFC leave to amend for three reasons: Futility, bad faith, and undue prejudice.

First, however, I would like to briefly address certain arguments that both were and were not made in both RFC's reply brief and in Mr. Calamari's oral presentation, the first which was nowhere addressed. Now, Exhibit C to this complaint is a 195-page list of 9,000 loans that Sierra sold to RFC over a period ranging from the year 2000 all the way through September 2007.

Now, we don't know precisely or in any sense of the word how many of these loans or which loans RFC contends to be defective. We know that it is something of a moving target. In the original complaint RFC said that dozens of Sierra loans were allegedly defective. In the proposed First Amended Complaint they now have said that that number is in the hundreds. And on page 5 of RFC's reply they are now contending that Sierra sold thousands of defective loans to RFC and now it faces hundreds of millions of dollars in liability as a result.

1 THE COURT: But isn't that why God invented 2 discovery? 3 MR. JENKINS: Well, in theory yes. But under 4 Twombly-Igbal the doors of discovery don't get opened until 5 Plaintiff has first proved that they actually have a meritorious case. And the issue here is --6 7 THE COURT: That's kind of an overstatement of 8 They have to allege a plausible claim, correct? Igbal. 9 MR. JENKINS: Plausible being the key word. 10 THE COURT: Right. 11 MR. JENKINS: Now here, Exhibit C, as I mentioned, 12 the last loan, the latest loan on this list, was purchased 13 by Sierra in September 2007. Minnesota has a six-year 14 statute of limitations. This action was filed on December 15 14th, 2013. So we go back six years to December 14th, 2007, 16 every single loan on this list is time barred. And we cite 17 in our brief the Enervations case which makes clear that 18 under Minnesota law a breach of contract accrues for statute 19 of limitation purposes upon the moment of breach, in this 20 case when the loan was sold, regardless of whether or not 21 damages have yet to occur and do not occur until some future 2.2 point in time. 23 Now, neither the original complaint, the amended 24 complaint, or even the reply brief which doesn't even 25 address our statute of limitations argument, nothing is said

regarding potential invocation of any sort of tolling on the statute of limitations. So we now have a claim that appears to be completely facially time barred, and that was the exact basis in the Streambend decision which was very recent, I think January 28th, 2014, for denying leave to amend on the basis that all of the claims asserted were facially time barred.

Now, moving onto --

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THE COURT: Let me interrupt there. What's in Exhibit A and B? In other words, are all of the claims -is it your contention that Exhibit C is all of the loans that are the subject of this complaint and therefore the entire complaint is time barred or just those that are referenced in Exhibit C?

MR. JENKINS: Well, it would appear that they have attached a list of 9,000 loans and they have represented in the FAC that these are the loans on which RFC -- it's a little unclear. They said these are -- this is the universe of loans that was sold. They haven't identified, you know, other than dozens/hundreds/thousands, how many of them they allege to be defective. But the fact of the matter is it doesn't matter if any of them are defective because they are all timed out under the statute of limitation.

THE COURT: Okay. And Exhibits A and B are not lists of more recent loans?

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MR. JENKINS: No, your Honor. Exhibit A is a nine-page list of the contractual agreement between Sierra and RFC.

Exhibits B-1 through B-15 consists of 513 pages of excerpts from various unspecified versions of the Client Guide applicable from various times from who knows when to who else knows when.

And I would like to say a few words about these example loans that RFC has offered in his proposed FAC. And first I would like to go to paragraph 17 which discusses -really the only place that discusses them at all -- the 500 plus pages in Exhibits B-1 through B-15. "The complete versions" -- and I'm reading the second sentence of paragraph 17. "The complete versions of the Client Guide are known to the parties and are too voluminous to attach in their entirety: The omitted portions of the client guides do not affect the obligations set forth in this amended complaint."

Not true, your Honor. If you could turn to page 15, paragraph 42 a, b and c. They are just the first three of the example loans that RFC has provided, at least four of which we already know have been expressly released and RFC has not even offered to remove those loans from this list.

Now, Exhibit A talks about a loan that was allegedly deficient that was originated by RFC. And in the

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fourth line in paragraph 42 a says: "RFC's Client Guide prohibited the sale to RFC of second lien loans under these circumstances because of the obvious risk posed by negative amortizing first liens."

Well, if you look through -- again, I'm going to ask your Honor to take my word on this -- if you look through Exhibits B-1 through B-15 there's absolutely nothing about the standards for when or when not RFC will accept a second lien mortgage that is inferior to a first that negatively amortized. Now the one place that that would be, if you look at the index to Exhibit B-1, second lien, that's a home equity loan, it should be somewhere in 6G. And now I'm looking at page 9 to Document 49-3, which sets out the RFC's Home Equity Loan Program.

So in the first instance the statement that B-1 through B-15 contains all of the relevant provisions and that no immaterial or irrelevant provision is not included is just completely wrong. The larger point for Iqbal-Twombly purposes is that, okay, yes, they list some loans and they list some problems that the loans purportedly have, and they say, Oh, these problems were material. But nowhere, not once, do they actually go back to the actual contractual obligations and even try to say, okay, in this -- for example, the sale of RFC of negative lien loans under these circumstances because of the obvious risk posed by

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negative amortizing first liens. Nowhere, not once, in any of these I think 17 examples do they give an actual provision that was actually breached.

And we think we know why that's so. It's because they are -- RFC does not actually have the ability to go out and find its loan files or search through electronic loanlevel data. They are using the information that was used by the Plaintiffs in the securitized mortgage litigation cases filed against RFC by, among other lawyers, Mr. Calamari himself. And so they are not actually doing their own work. They are recycling the work of Plaintiff's lawyers, but that work involved an entirely different set of representations and warranties.

So they are not guite sure based on this limited data which provisions of the client guides for RFC that any of these loans actually violated. And under Iqbal-Twombly maybe they don't have to do it dozens or hundreds or thousands of times, however many loans are at issue, but they ought to be able to do it at least once and they don't.

And in fact if you look at loan B, paragraph 42 b in the FAC, it says: "Sierra Pacific had indeed failed to verify the borrower's assets as was required by the Client Guide." Well, where is that provision? I have no idea even just looking at the table of contents, but certainly nothing in Exhibits B-1 through B-15 says anything about the

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not the case.

requirement of correspondent lender to verify the borrower's assets. Maybe it's in some other part of the manual, but I don't know. And the First Amended Complaint says that anything that's not in here is not relevant. That's clearly

Pacific had never supplied any documentation of the borrower's purported business and searches of various city and state business records revealed no record whatsoever of the borrower's business.

Well, okay. But again, what provision did that breach specifically? Because, again, there's nothing in this 513 page or 15 Exhibit Bs that speaks to an obligation for Sierra Pacific or any other correspondent lender to supply any documentation. So none of these examples actually get by Iqbal-Twombly because they still don't tell us what provision was actually breached. They missed that critical step. And they contradict the language of earlier in the First Amended Complaint that Exhibit Bs are all you need to define the source of the obligation for all of the loans at issue in this case. And their example loans show that that is not truly the case.

I would like to say a few words about the release agreements, and we've identified three of them. And those release agreements create problems for RFC and in particular

- 3-24-14 Hearing Hanscript Pg 18 of 29

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this First Amended Complaint on three levels.

Now, first, the three that we've attached, the big one is the December 17, 2007 agreement. And it lists 29 loans that are expressly released for all time. There are covenants not to sue. There are express releases of any and all claims and any and all rights moving forward. And yet these loans are listed in Exhibit C and RFC actually uses four of them as their example loans.

And that in and of itself is a violation of the settlement agreement. There's no dispute as to authenticity of these settlement agreements. And cases have held that the Court may look beyond the realm of the pleadings to documents embraced by the pleadings. That's the Johnson v Homecomings decision that we cite. Enervations also stands for that proposition. Streambend itself actually looked at a reported document from the public assessor to determine that all of the Defendants' proposed claims in the Amended Complaint were time barred.

So -- and more concerning is the fact that for all of these loans, and all of these settlement agreements, we have a prevailing party attorney's fees provision which shows sort of the fundamental problem here. No solvent Plaintiff would actually bring claims predicated on these 39 loans or any of the others covered by this settlement agreement because there would be a severe financial risk in

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doing so. But in this case, we have a bankruptcy debtor that sort of lacks the typical motivations to play by the They have no downside. They have no exposure to rules. counterclaims for attorney's fees or prevailing party attorney's fees, judgments, and they are in liquidation. They have absolutely no future. They have no skin in the game. So they have absolutely nothing to lose by taking an outside swing at Sierra and 75 plus other correspondent lenders and hoping that they get lucky.

The second problem with the releases and covenants not to sue is that, well, yes, they are in fact expressly suing for continuing liability on loans that were previously repurchased. And in fact if you look at paragraph 5 of the First Amended Complaint in which RFC is talking about repurchased loans, the very last sentence reads: "Even those loans Sierra Pacific repurchased have continued to contribute to RFC's losses and liabilities, and the parties' agreement expressly provides that RFC may pursue additional recoveries stemming from those loans." Well, no, they can't under this settlement agreement which releases and covenants not to sue with respect to those loans.

Furthermore, paragraph 43 of the proposed First Amended Complaint says again, last sentence, "While Sierra Pacific has over the parties' course of dealing repurchased some individual loans, thereby acknowledging it sold

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defective loans to RFC," which is not true because every settlement agreement also contained a disclaimer of wrongdoing provision that applied to both parties, "it has in no way fully compensated RFC for the breaches or representations or warranties or the losses stemming from the universe of defective loans Sierra Pacific sold to RFC over time."

Now, they say in their reply brief closure provision that seems to suggest that no, we're not in fact suing for liability on previously repurchased loans. If you look at paragraph 33 of the proposed FAC, which is the provision they quote, they say, Well, additionally, prior to the commencement of this lawsuit, Sierra Pacific previously conceded that certain of its loans to RFC were materially defective. In that regard, Sierra Pacific has already paid substantial sums to RFC to cover those defects. action RFC is not seeking to recover on those loans."

I don't know what loans those are, your Honor. Because, as I said, every settlement agreement contained a non-liability and no admission of wrongdoing provision. when they talk about Sierra Pacific having previously conceded that certain of its loans to RFC were materially defective, not a clue what loans they are. But they are certainly none of the loans in the settlement agreements at issue because the parties agree that there was no admission - 3-24-14 Ficallity HaitSurpt Fy 21 01 29

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of fault with respect to any of those loans.

Now, the last and probably the most significant problem posed by the one particular settlement agreement, the December 19th, 2007 settlement, which again came after every single loan listed in Exhibit C, all 9,000 of them.

And in that provision in return for payment of one million dollars, RFC agreed to retroactively release Sierra from any continuing liability on any loan that subsequently turned out RFC discovered that they believed it was materially defective.

Unless -- and there are two exceptions but this is the one I want to focus on now -- unless RFC can show that the loan went bad within one year. The borrower didn't make 12 consecutive monthly payments. As long as the loan didn't go bad within one year, Sierra is released from any and all liability on any of these loans.

Now, Sierra sold these loans to RFC. We don't have the borrower payment information. And according to attorney Jeff Lipps, who was RFC's counsel in the bankruptcy action and testified several times, one instance we provided in our opposition papers, that RFC doesn't have access to the -- a great deal of the loan-level electronic data that they would need in order to make a determination whether or not a loan went bad within the first year.

And, you know, therefore, we're going to be facing

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a lot of claims and we're going to have to expend a lot of time and a lot of attorney's fees to establish the -- and this I think, your Honor, is one aspect of undue prejudice. You know, a regular solvent litigant would go do its homework and fire up these systems and make sure that whatever loans it was suing on did not violate a prior release with an attorney's fees provision. And yet RFC's attitude --

THE COURT: Let me make sure -- I think I understand your position but let me make sure I'm clear on the overall strategy. So if we deny their Motion to Amend, the hearing on your Motion to Dismiss the original complaint will go forward. You anticipate prevailing, and this case is over?

MR. JENKINS: Ideally that would be nice. I am a realist, your Honor, and I recognize that your Honor has extremely broad discretion here. I don't know that a death knell is necessarily the appropriate result. RFC does, I think -- the case can be made that they have a right to go back, to do their homework, to figure out whether or not they have claims that aren't time barred, that aren't released. They can allege with the level of specificity required by Iqbal-Twombly. But it is not this complaint, your Honor.

So --

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THE COURT: So the scenario I just posited would be your best case. The more realistic is that we deny the motion but they go back and make another Motion to Amend with a different amended complaint that more specifically identifies which loans they contend are defective.

MR. JENKINS: And eliminates the ones that patently violate the statute of limitations and that aren't covered by the release.

THE COURT: And the releases.

MR. JENKINS: And that in fact one of the decisions -- I won't get into it. But, yeah, I think in essence a denial of leave to amend without prejudice. say, this one, this document, not here, not today, not this But if you go back and if you think you can do another one and if you think that you can pass muster, frankly, under Rule 11 in doing so, then I suppose I have to concede that they would deserve another shot.

But this complaint has too many problems and it would be unfair and unduly prejudicial to Sierra to have to defend claims that are clearly meritless when at the end of the day it's contracted for a remedy to recover attorney's fees or counterclaim for breach of a covenant not to sue. It's just something that's not going to work against a bankrupt debtor.

THE COURT: Okay. Thank you.

1 MR. JENKINS: Thank you. 2 THE COURT: Anything else? 3 MR. CALAMARI: Just very quickly, your Honor. 4 The statute of limitations issue, what we didn't 5 hear is the fact that when the RFC entity went into bankruptcy it tolls the statute of limitations. And 6 7 therefore, with regard to the breach of contract claims, the 8 statute of limitations stopped running, if you will, in 9 2011. 10 Equally, the indemnity claims, which are the 11 principal claims asserted here, indemnity for losses that 12 RFC had to pay out to creditors, the statute of limitations 13 does not begin to run on those claims until the indemnity --14 the obligation for which you seek indemnity is fulfilled. 15 And so the -- if they want to raise a defense of 16 statute of limitations they can do so. If they want to make a Motion to Dismiss based on statute of limitations 17 18 arounds --19 THE COURT: Well, let me ask you this. Is this 20 the complaint you think you're gonna prevail on? In other 21 words, as I understand it there's still going to probably 2.2 be -- if I grant your motion. 23 MR. CALAMARI: Um-hum. 24 THE COURT: It sounds to me like they are going to 25 make a Motion to Dismiss it making all these same arguments

1 again. 2 MR. CALAMARI: Um-hum. 3 THE COURT: Is it -- you're confident that this 4 complaint will survive a Motion to Dismiss, correct? 5 MR. CALAMARI: We are very confident that the complaint will survive the Motion to Dismiss. If your Honor 6 7 is suggesting that leave to amend would be granted but we should take into account what we've heard in argument and 8 9 put in an amended complaint to the extent we think we 10 should --11 THE COURT: I'm not suggesting anything. I'm 12 asking questions. MR. CALAMARI: Okay. Well, yes, we are very 13 14 confident that this complaint would survive a Motion to 15 Dismiss and we would -- we would --16 THE COURT: And if it doesn't, if a Motion to 17 Dismiss is granted, what happens next? Would there be yet a 18 new amended complaint or a request to amend the complaint or 19 file a new lawsuit or are we gonna be done at that point? 20 MR. CALAMARI: I can't say what would happen next. 21 Obviously it would depend on the grounds that the Court, 2.2 assuming it didn't sustain the complaint, assuming the Court 23 dismissed the complaint on some grounds, if the grounds were 24 curable, I certainly would think we would ask for leave to 25 cure those grounds. That would not be unusual. In the

3-24-14 Hearing Transcript Pg 26 of 29 1 course of litigation, the complaint is supposed to provide 2 notice of claims. It's not supposed to be a document that 3 outlines an entire case. However, you know, again, if the 4 grounds could not be cured, that that -- that the Court 5 cited, then more than likely it would result in an appeal 6 rather than yet another attempt to amend. 7 THE COURT: And what about the contention that your client is not constrained by the usual economic 8 9 constraints by reason of the fact that it's an estate in 10 bankruptcy? 11 MR. CALAMARI: I think that's rhetoric for an 12 argument here. There is a liquidating trust, ResCap, which took over responsibility for these claims. The trust is 13 14 funded. I understand our obligations under Rule 11. We 15 take them very seriously. I understand that there could be 16 claims that, if we pursue them, that might be subject to an 17 attorney's fees to a prevailing party. I don't have any 18 reason to believe --19

THE COURT: Is that trust sufficiently funded to provide payment of attorney's fees if they are the prevailing party?

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MR. CALAMARI: Yeah, I believe that it is. I don't want to -- to make a statement on the record in court that I don't know absolutely certainly, but I believe the trust is more than sufficiently funded to make an award of

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       attorney's fees. The trust has got substantial funding.
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       It's paid out billions of dollars in claims, and it has
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       numerous claims to administer. There is a reserve.
                                                            I'd
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       imagine the reserve is a public number but I did not
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       represent the trust in the bankruptcy and I don't know the
                 But that is certainly, to me, a red herring here.
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       numbers.
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       I can't imagine that there is not sufficient money to cover
       an attorney's fees award if that were to happen.
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                 THE COURT: Okay. All right.
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                 MR. JENKINS: May I respond briefly, your Honor?
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       Just two points.
                 THE COURT: 30 seconds.
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                 Were you done, Mr. Calamari?
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                 MR. CALAMARI: Yes, unless you had other
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       questions.
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                 THE COURT: No, that was it. Thank you.
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                 MR. JENKINS: Two quick points, your Honor.
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                 Bankruptcy tolling. We actually dispute that
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       bankruptcy tolling would apply because that particular
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       federal statute applies only to claims brought by a trustee
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       or a debtor in possession. Upon plan confirmation on
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       December 17th, RFC was no longer a debtor in possession.
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       we don't think that provision applies.
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                 But more appropriately for the pleadings analysis,
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       it's not in the pleadings. They didn't even address our
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statute of limitation argument in their reply brief. it's -- any contention that there may be some tolling mechanism at work here, not in the complaint, not in the First Amended Complaint, not in their reply brief. So if they want tolling, the rule is they need --

THE COURT: Yeah, but isn't the statute of limitations a defense? You plead that in your answer. say this claim should be dis -- or a Motion to Dismiss, it should be dismissed because statute has expired. Or a defense to it in answer to paragraphs 1 through 40 whatever, we contend that statute of limitations has expired.

MR. JENKINS: We do cite several cases in our papers, in our opposition, the Enervations case and the Streambend case, that say when the claims in a complaint are clearly and facially time barred, that -- and there's no factual allegation that would support the application of equitable tolling, then the claim is properly dismissed on the 12(b)(6) motion, and on some occasions Rule 11 sanctions have been imposed.

The final issue, your Honor, goes to the issue of indemnification and Mr. Calamari's characterization of when the statute of limitation accrues. If all of the indemnification claims are predicated on breaches of representations and warranties, there are no cases outside the context of an insured's duty to indemnify that say that

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       indemnification claims accrue only upon the incurment [sic]
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       of a judgment or settlement that gives rise to
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       indemnification.
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                 So the statute of limitation for both claims, both
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       of which are predicated in breach of contract, are the same.
       And with that I thank your Honor for his time.
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 7
                 THE COURT: Okay. Thank you all for coming.
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       Thank you for enduring our Minnesota winter, even though
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       it's spring. I'll take the matter under advisement, issue
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       an order shortly, and we are in recess or do we start the
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       other one at 10:00 and we're now 20 minutes late? So we're
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       in recess.
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                 MR. CALAMARI: Thank you, your Honor.
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                 MR. JENKINS: Thank you, your Honor.
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                 (Court adjourned at 10:21 a.m.)
16
17
18
                I, Carla R. Bebault, certify that the foregoing is
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       a correct transcript from the digital audio recording of
20
       proceedings in the above-entitled matter, transcribed to the
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       best of my skill and ability.
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                     Certified by: s/Carla R. Bebault
                                     Carla Bebault, RMR, CRR, FCRR
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EXHIBIT 4

12-12020-mg Doc 9086-4 Filed 08/31/15 Entered 08/31/15 17:15:40 Exhibit EX 4 - Heeman Ltr w_Redline Excepts Pg 2 of 9

Subject: RFC v. Sierra Pacific First Amended Complaint

Date: Friday, May 23, 2014 at 1:52:18 PM Pacific Daylight Time

From: Donald G. Heeman

To: Amy L. Schwartz (ASchwartz@lapplibra.com), Richard T. Thomson (RThomson@lapplibra.com),

Jonathan M. Jenkins, lkayayan@jmjenkinslaw.com

Counsel,

RFC filed its First Amended Complaint today. Please see the attached redline changes to the First Amended Complaint, which are minor and meant and to clean up some clerical mistakes.

Thanks, and enjoy the holiday weekend.

Donald G. Heeman

Attorney

220 South 6th Street, Suite 2200, Minneapolis, MN 55402 Direct: 612.373.8524 | Main: 612.339.6321 | Fax: 612.335.0535 dheeman@felhaber.com www.felhaber.com

Felhaber Larson

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UNITED STATES DISTRICT COURT DISTRICT OF MINNESOTA

RESIDENTIAL FUNDING COMPANY, LLC,

Court File No. 13-cv-3511 (RHK/FLN)

Plaintiff,

PLAINTIFF'S FIRST AMENDED COMPLAINT

v.

SIERRA PACIFIC MORTGAGE COMPANY, INC.,

Defendant.

Plaintiff Residential Funding Company, LLC, f/k/a Residential Funding

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Corporation ("RFC" or "Plaintift"), by and through its attorneys, alleges for its First

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Amended Complaint against defendant Sierra Pacific Mortgage Company, Inc. ("Sierra Pacific" or "Defendant"), as follows:

NATURE OF ACTION

- 1. Plaintiff RFC was, at times prior to its bankruptcy in May 2012, in the business of acquiring and securitizing residential mortgage loans.
- 2. RFC's business model was built on acquiring loans from "correspondent lenders," such as Defendant Sierra Pacific, and distributing those loans by either pooling them together with other similar mortgage loans to sell into residential mortgage-backed securitization ("RMBS") trusts, or selling them to whole loan purchasers.
- 3. Over the course of the parties' relationship, Sierra Pacific sold over 9,000 mortgage loans, with an original principal balance in excess of \$2.6 billion, to RFC.

representations and warranties, including the portion of the <u>global</u> settlement attributable to those breaches.

Deleted: \$9 billion RMBS

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11. Accordingly, RFC brings this action for breach of contract, and for indemnification of all liabilities and expenses RFC has incurred due to Defendant's breaches of its representations and warranties.

PARTIES

12. Plaintiff RFC is a Delaware limited liability company with its principal place of business in Minneapolis, Minnesota, RFC was formerly known as Residential Funding Corporation. When this case was commenced, RFC was a wholly owned subsidiary of GMAC-RFC Holding Company, LLC, a Delaware limited liability company. GMAC-RFC Holding Company, LLC was a wholly owned subsidiary of Residential Capital, LLC, a Delaware limited liability company. Residential Capital, LLC was a wholly owned subsidiary of GMAC Mortgage Group LLC, a Delaware limited liability company, which in turn was a wholly owned subsidiary of Ally Financial, Inc., a Delaware corporation with its principal place of business in Michigan.

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LLC, et. al. and the Official Committee of Unsecured Creditors, Case No. 12-12020 (MG) (Bankr. S.D.N.Y.) [D.I. 6065-1] (the "Plan"), on December 17, 2013, GMAC-RFC Holding Company, LLC's interest in RFC was cancelled and the ResCap Liquidating

Pursuant to the Second Amended Joint Chapter 11 Plan Proposed by Residential Capital,

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Trust (the "Trust") succeed to all of RFC's rights under RFC's Agreement with Sierra Pacific and now controls RFC.¹

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13. Defendant Sierra Pacific Mortgage Company, Inc., is a California corporation with its principal place of business at 1180 Iron Point Road, Suite 200, Folsom, California 95630.

JURISDICTION AND VENUE

- 14. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, in that the matter arises under title 11 or arises in or is related to the bankruptcy proceeding and 28 U.S.C. § 1332, in that the parties are citizens of different states and the amount in controversy exceeds \$75,000.
- 15. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(2), in that a substantial part of the events and omissions giving rise to this Complaint occurred in Minnesota, and because the parties have contractually agreed that Minnesota is an appropriate venue.

FACTUAL BACKGROUND

The Agreement Between RFC and Sierra Pacific

- 16. Over the course of the parties' relationship, Sierra Pacific sold over 9,000 mortgage loans to RFC pursuant to the Seller Contract attached as Exhibit A (the "Contract").
- 17. The Contract incorporates into its terms and conditions the RFC Client Guide, exemplary excerpts of which are attached as Exhibit B-1 through B-15 (the

The Trust is organized pursuant to the Delaware Statutory Trust Act.

Deleted: ¹ On December 17, 2013, all conditions to effectiveness of the Plan were satisfied, the Plan was substantially consummated, and the Trust became the successor in interest to the Debtors.

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GMAC-RFC based on or grounded upon, or resulting from such misstatement or omission or a breach of any representation, warranty or obligation made by GMAC-RFC in reliance upon such misstatement or omission.

(Client Guide A202.) The Client Guide also entitles RFC to recover all court costs, attorney's fees and any other costs, fees and expenses incurred by RFC in enforcing the Agreement or Client Guide.

- 33. Additionally, prior to the commencement of this lawsuit, Sierra Pacific previously conceded that certain of its loans sold to RFC were materially defective. In that regard, Sierra Pacific has already paid substantial sums to RFC to cover those defects. In this action, RFC is not seeking to recover on those <u>sums</u>.
- 34. RFC at all times performed all of its obligations to Sierra Pacific, if any, under the Agreement, and all conditions precedent to the relief sought in this action, if any, have been satisfied.

<u>Defendant Materially Breached Numerous Loan-Level Representations and Warranties.</u>

- 35. As noted above, the loans RFC acquired from Sierra Pacific and other correspondent lenders were sold, either into RMBS trusts that issued certificates to outside investors, or in "whole loan" portfolios to other mortgage companies and banks.
- 36. The loans Sierra Pacific sold RFC were eventually deposited in over 190 RMBS Trusts. When RFC sold the loans, it passed on a more limited set of representations and warranties to the Trusts, and, as required by SEC regulations, disclosed pertinent information about the loans to investors in its RMBS. In making those representations and warranties, RFC relied on information provided to it by Sierra

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representations and warranties made by RFC to investors, purchasers, and other contractual parties. Those representations and warranties were, in most cases, identical to or less stringent than those received by RFC from Sierra Pacific, and were based on RFC's reliance on Sierra Pacific's (and other correspondent lenders') representations and warranties to RFC.

an aggregate \$8.7 billion allowed claim in its bankruptcy case. Subsequently, after protracted litigation over the reasonableness and propriety of that settlement, the Bankruptcy Court appointed the Hon. James M. Peck, a United States Bankruptcy Judge for the Southern District of New York, to serve as a mediator and to attempt to achieve a negotiated resolution of the Debtors' RMBS liabilities and of other disputed issues in the chapter 11 cases. A lengthy mediation process ensued, resulting in a global settlement that provided for the resolution of *all* of the Debtors' RMBS-related liabilities for more than \$10 billion in allowed claims granted to the various RMBS trusts monoline insurers. FHFA, securities law claimants, and others.

76. The Bankruptcy Court for the Southern District of New York ultimately approved the global settlement—including the \$10 billion plus settlement of RMBS-related liabilities, finding them to be fair and reasonable and in the best interests of each of the Debtors, and confirmed the plan. (See Case No. 12-12020-mg, Doc. 6066 (Findings of Fact) (Glenn, J.), at ¶ 98 to 176.) RFC filed this suit on December 14,

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2013, after RFC's RMBS-related liabilities became fixed through confirmation of the Plan. The Plan became effective on December 17, 2013.²

77. Pursuant to its express contractual indemnification obligations, Sierra Pacific is obligated to indemnify RFC for the portion of the <u>global settlement associated</u> with its breaches of representations and warranties, as well as for the portion of RFC's other liabilities and <u>losses</u> (including the tens of millions of dollars that RFC has paid in attorneys' fees to defend against, negotiate, and ultimately settle claims relating to allegedly defective loans) <u>associated with</u> those breaches.

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COUNT ONE (BREACH OF CONTRACT)

- 78. RFC realleges each and every allegation set forth in Paragraphs 1 through 77, above, as if fully rewritten herein.
- 79. RFC and Defendant Sierra Pacific entered into a valid and enforceable Agreement pursuant to which RFC acquired over 9,000 mortgage loans from Sierra Pacific.
- 80. Pursuant to the parties' Agreement, Sierra Pacific made representations and warranties to RFC regarding the quality and characteristics of the mortgage loans Defendant sold to RFC.
- 81. RFC complied with all conditions precedent, if any, and all of its obligations under the Agreement.

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² RFC continues to litigate other proofs of claims, including those brought by whole loan purchasers.

- 82. Defendant materially breached its representations and warranties to RFC inasmuch as the mortgage loans materially did not comply with the representations and warranties.
- 83. Defendant's material breaches constitute Events of Default under the Agreement.
- 84. RFC has suffered loss, harm, and financial exposure directly attributable to Sierra Pacific's material breaches, including liabilities and losses stemming from the defective loans, as well as attorneys' fees, litigation-related expenses, and other costs associated with both defending dozens of lawsuits and proofs of claim filed against RFC stemming in part from materially defective loans sold to RFC by Defendant, and fees and costs incurred in prosecuting this action.
- 85. Accordingly, RFC is entitled to the damages specified in the Client Guide, and/or damages sufficient to make RFC whole for its purchase of materially defective loans, in an amount to be proven at trial, which under either calculation exceeds \$75,000, together with an award of attorneys' fees, interest, and costs.

COUNT TWO (INDEMNIFICATION)

- 86. RFC realleges each and every allegation set forth in Paragraphs 1 through 85, above, as if fully rewritten herein.
- 87. RFC has incurred substantial liabilities, losses and damages arising from and relating to material defects in the mortgage loans Defendant Sierra Pacific sold to RFC, including over \$10 billion in allowed claims approved by the United States

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EXHIBIT 5

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SETTLEMENT AGREEMENT

This Settlement Agreement effective as of March 10, 2008 (may be amended, supplemented or otherwise modified from time to time, hereinafter referred to as "Agreement") is between Residential Funding Company, LLC ("GMAC-RFC") and Sierra Pacific Mortgage Company, Inc. ("Client"), collectively the ("Parties") and individually the ("Party").

RECITALS:

WHEREAS, GMAC-RFC purchased from Client pursuant to the terms and conditions of that certain Client Contract dated March 13, 2002 (as amended, supplemented or otherwise modified from time to time, hereinafter referred to as the "Client Contract") those residential mortgage loans described on the attached Exhibit A (hereinafter referred to as the "Subject Loans");

WHEREAS, GMAC-RFC has demanded that Client repurchase the Subject Loans pursuant to the Client Contract;

WHEREAS, Client has not repurchased the Subject Loans;

WHEREAS, the Parties have agreed that it is in their respective best interests to settle their disputes with respect to the Subject Loans on the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GMAC-RFC and Client hereby agree as follows:

I. PAYMENT:

(a) In settlement of GMAC-RFC's claims, and in consideration of GMAC-RFC releasing its claims against Client relating to the Subject Lones and all other undertakings stated in this Agreement, Client will pay to GMAC-RFC the amount of \$979,858.95 ("Settlement Amount"). Client will pay the Settlement Amount to GMAC-RFC with an initial installment of \$120,865 ("Settlement Amount"). Client will pay the Settlement Amount to GMAC-RFC with an initial installment of \$120,865 (GMAC-RFC 100,860) (GMAC-RFC 1120,865) (GMAC-RFC 1120,865) (GMAC-RFC 1120,865), Client 4243, (GMAC-RFC 1120,865), Client 409, Client 4243, (GMAC-RFC 1120,865), Client 409, Client 4243, and a final payment of \$277,313.04 on or before June 13, 2008 for (GMAC-RFC 1130,1421, Client 432200.)

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(b) Payment shall be made to GMAC-RFC no later than 12:00 Noon

(Minneapolis time) on the due date and shall be made in lawful money of the United States of America in immediately available funds transferred via wire to GMAC-RFC's account at:

BANK ONE

Chicago, IL 60670

ABA #071000013

Credit to GMAC-Residential Funding Company, LLC

DDA account #1097286

Attn: Melissa Simons

RE: Sierra Pacific 3_08

(c) If Client fails to pay the Settlement Amount on a timely basis in accordance with the payment schedule, or otherwise breaches its obligation under the Client Contract or any other Agreement it has with GMAC-RFC, GMAC-RFC may, at its option, by written notice to Client, either (i) accelerate the remaining balance or (ii) terminate this Agreement and proceed against Client with respect to the Subject Loans under the Client Agreement.

2. RELEASES:

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(a) Client for itself, its present and past representatives, heirs, executors, administrators, successors, assigns, family, partners, employees, agents and attorneys does hereby fully and forever release and discharge GMAC-RFC, and any entity affiliated in any manner with GMAC-RFC and its representatives, heirs, executors, administrators, successors, assigns, family, partners, employees, agents, and attorneys from any and all claims, demands, torts, damages, obligations, liabilities, costs, expenses, rights of action, or causes of action, arising out of the Subject Loans.

(b) Upon full payment of the Settlement Amount by Client and the performance by Client of all other terms and conditions of this Agraement, GMAC-RFC for itself, its present and past representatives, heirs, executors, administrators, successors, assigns, family, partners, employees, agents, and attorneys will fully and forever release and discharge Client, and its respective representatives, heirs, executors, administrators, successors, assigns, family, partners, employees, agents and attorneys from all

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claims, demands, torts, damages, obligations, liabilities, costs, expenses, rights of action, or causes of action arising out of the Subject Loans.

- (c) The Parties acknowledge that they may hereafter discover facts different from or in addition to those which they know or believe to be true with respect to the Subject Loans and agree that this Agreement shall be and remain effective in all respects notwithstanding such different or additional facts or the discovery thereof. Nothing in this Agreement shall be deemed to release any claims arising (i) under the Client Contract but unrelated to the Subject Loans, or (ii) under any other Agreements now or hereafter in effect to which GMAC-RFC and Client are parties.
- 3. NO OTHER ACTIONS: Each Party represents and warrants that it has not brought and will not bring against the other party any other suits or actions, however denominated concerning any claim, demand, liability or cause of action, that is the subject of this Agreement.
- 4. NO ADMISSION OF WRONGDOING: This instrument shall not be construed as an admission of responsibility, liability or fault whatsoever for either Party's claims. Client and GMAC-RFC deny all such responsibility and deny that they have engaged in any improper, illegal, or wrongful conduct toward each other.
- REPRESENTATIONS AND WARRANTIES: Each of the Parties does hereby represent and warrant to the other that this Agreement is a valid and binding obligation of each Party enforceable in accordance with its terms.
- ENFORCEMENT EXPENSES OF PREVAILING PARTY: Each Party agrees that in the event of any dispute regarding this Agreement or the claims, demands, liabilities, and causes of action included within its scope, the losing Party will be liable to reimburse, on demand, the prevailing Party for any and all expenses and costs, including, without limitation, the fees and expenses of the prevailing Party's counsel and of any other counsel, experts, consultants or agents that the prevailing Party may incurafter the date hereof in connection with the enforcement of this Agreement.
- 7. CONFIDENTIALITY: All terms of this Agreement are and shall remain confidential and shall not be disclosed to other parties other than to the Party's attorneys, accountants or other professionals, or in conjunction with a dua diligence investigation of any Party's business, except: a) to the

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extent that the Parties are obligated to make disclosure as a result of legal process or to perform other legal duty; or b) except as agreed by all Parties in separate writing.

- FURTHER ASSURANCES; Each Party agrees to execute all such further documents as shall be reasonably necessary or helpful to carry out to the provisions of this Agreement.
- NO PRIOR ASSIGNMENT OF CLAIMS: Each Party represents and warrants that
 said Party has not previously assigned or transferred any claim, demand, liability, or cause of action that is
 the subject of this Agreement.
- AMENDMENTS AND WAIVER: No amendment of any provision of this Agreement shall be effective unless it is in writing and signed by Client and GMAC-RFC, and no waiver of any provision of this Agreement, and no consent to any departure there from by Client or GMAC-RFC shall be effective unless it is in writing and signed by Client and GMAC-RFC, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
- 11. CONSTRUCTION: This Agreement constitutes a negotiated document. In case of any alleged ambiguity in any term of this Agreement, such term shall not be constructed in favor of or against either Party by reason of the participation of such Party or its attorneys in the negotiation or drafting of this Agreement.
- 12. APPLICABLE LAW: This Agreement shall be subject to and constructed and enforced in accordance with the internal laws of the State of Minnesota without giving effect to any conflicts of laws principles.
- 13. BINDING EFFECT AND ASSIGNMENT; INTENDED THIRD PARTY BENEFICIARY: This Agreement shall insure to the benefit of, and shall be binding upon Client and GMAC-RFC and their respective successors and assigns.
- 14. SEVERABLITY: Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be effective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction, and to this and, the provisions hereof are severable.

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- 15. FACTUAL INVESTIGATION: Each Farty has made such investigation of the facts pertuining to this Agreement, as it deems necessary.
- 16. SECTION HEADINGS: Section headings in this Agreement are for convenience only and shall not in any way limit or affect the meaning or interpretation of any provision of this Agreement.
- Parties as to the subject matter hereof, and supersedes all prior agreements and understandings relating to the subject matter hereof. Without limiting the generality of the foregoing, this Agreement represents the final agreement between the Parties as to the subject matter hereof and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the Parties; and there are no unwritten oral agreements between the Parties and neither GMAC-RFC nor Client, nor any officer, agent, employee, representative or attorney for GMAC-RFC or Client, has made any statement or representation to the other Party regarding any facts relied upon in entering this Agreement, and neither Party has replied upon any such statement or representation in executing this Agreement or in making this statement herein set forth.
- 18. COMPREHENSION OF AGREEMENT AND DUE AUTHORIZATION: Each
 Party hereto has read this Agreement and understands the contents thereof. Each of the officers or agents
 executing this Agreement on behalf of their respective principals is empowered to do so and thereby binds
 his or her respective principal.
- 19. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed and delivered by its officer thereto duly authorized as of the date first above written.

Sierra Pacific Mortgage Company Inc.

By:

Name:

Title:

Trustory

Date:

31008

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Residential Funding Company, LLC

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Date: 3/12/2008

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EXHIBIT A - SUBJECT LOANS

Client Name and ID	GMAC- RFC#	Client#	Borrower	Oria Prin Bal	Product	Letter Date	Rep Age	Estimated Loss
Slerra Pacific Mortgage Company, Inc 5380	11208467	432765	-	\$95,000	Goal Loan	1/11/08	25	8103.440.95
Sierra Pacific Mortgape Company, Inc 5360	11301585	443846	-	\$376,000	Expanded Criteria	2/8/08	31	\$268,442.33

\$391,883.28

Client Name and iD	GMAC- RFC #	Client#	Borrower	Orio Prin Bal	Product	Rap Letter Date	Rep Age	Estimated Loss
Sierra Pacific Mortgage Company, Inc 5380	11208167	424381		\$40,600	Gosi Losn	1/28/08	В	\$45,452.76
Sierra Pacific Morigage Company, Inc.~ 5360	11249653	409164		\$75,000	Goal Line	1/14/08	22	579,023.90
Sierra Pacific Mortgage Company, Inc 5360	11208459	432217		\$117,000	Goal Loan	1/28/08	8	\$127,106,10
Slarra Pacific Mortgage Company, Inc 5380	19718867	493663		\$157,500	Payment Option	3/3/08	7	859,079.05

\$310,662.63

Client Name and ID	GMAC- RFG#	Cilent#	Borrower	Orlo Prin Bal	Product	Rap Latter Date	Rep	Estimated Loss
Sierra Pacific Mortgage Company, Inc 5360	11301421	432200		\$468,000	Expanded Criteria	1/28/08	8	\$277,313.04

\$277,313.04

Received by SPM on Monday, 10 March 2008 09:36 AM

** TOTAL PAGE. 08

EXHIBIT 6

UNITED STATES DISTRICT COURT DISTRICT OF MINNESOTA

RESIDENTIAL FUNDING COMPANY, LLC,

Plaintiff,

V.

SIERRA PACIFIC MORTGAGE COMPANY, INC.,

Defendant.

SIERRA PACIFIC MORTGAGE COMPANY, INC.,

Counterclaimant,

V.

RESIDENTIAL FUNDING COMPANY, LLC, and RESCAP LIQUIDATING TRUST,

Counterdefendants.

Case No. 0:13-cv-03511-RHK-FLN

SIERRA PACIFIC MORTGAGE COMPANY, INC.'S AMENDED ANSWER TO FIRST AMENDED COMPLAINT OF RESIDENTIAL FUNDING COMPANY, LLC AND COUNTERCLAIMS

DEMAND FOR JURY TRIAL

Sierra Pacific Mortgage Company, Inc. ("Sierra") submits its amended Answer to Residential Funding Company, LLC's ("RFC") First Amended Complaint ("FAC") and Counterclaims as follows:

ANSWER

NATURE OF ACTION

- 1. Sierra admits that RFC was in the business of, among other things, acquiring and securitizing residential mortgage loans (together with multiple other affiliated entities) at times prior to its bankruptcy in May 2012.
- 2. Sierra admits that RFC acquired mortgage loans from hundreds of different originators, including its own affiliated entities and other bankruptcy Debtors. Sierra lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations, and on that basis, denies them.
- 3. Sierra admits that it sold mortgage loans to RFC. Sierra lacks knowledge and information sufficient to form a belief about the truth of the remaining allegations contained in this paragraph, and on that basis denies them.
- 4. Sierra lacks knowledge and information sufficient to form a belief about the truth of the allegations contained in this paragraph, and on that basis denies them.
- 5. Sierra denies having any liability in connection with any loan sold to RFC, denies that any Sierra loans breached any representations or warranties or were otherwise defective, and denies that "repurchasing" or "otherwise compensating RFC" with respect to any loan constituted an acknowledgement that such loan "contained material defects." Sierra admits that RFC is attempting to "pursue additional recoveries" on loans

previously released, in violation of its contractual promise not to do so. Sierra denies the remaining allegations.

- 6. Sierra denies that it ever failed to honor any contractual representations and warranties owed to RFC. Sierra admits that RFC and numerous of its affiliates, including many of the other bankruptcy Debtors, were sued by numerous entities for, among other things, tortious and negligent misconduct including securities fraud, misrepresentation, negligence, and loan servicing violations. Sierra lacks knowledge and information sufficient to form a belief about the truth of the remaining allegations contained in this paragraph, and on that basis denies them.
- 7. Sierra admits that RFC and 50 of its affiliated entities filed for bankruptcy in May 2012. Sierra admits that RFC and numerous of its affiliates, including many of the other bankruptcy Debtors, were sued by numerous entities for, among other things, tortious and negligent misconduct including securities fraud, misrepresentation, negligence, and loan servicing violations. Sierra lacks knowledge and information sufficient to form a belief about the truth of the remaining allegations contained in this paragraph, and on that basis denies them.
- 8. Sierra denies that it ever sold RFC defective loans, and denies liability to RFC on any other basis. Sierra admits that bankruptcy proofs of claim were filed against RFC and many of the other bankruptcy Debtors for, among other things, tortious and negligent misconduct including securities fraud, misrepresentation, negligence, and loan servicing violations. Sierra lacks knowledge and information sufficient to form a belief about the truth of the remaining allegations contained in this paragraph, and on that basis

denies them.

- 9. Sierra admits that there were 51 separate bankruptcy Debtors and 51 separate bankruptcy actions, administrated jointly for administrative purposes only. Sierra lacks knowledge and information sufficient to form a belief about the truth of the remaining allegations contained in this paragraph, and on that basis denies them.
 - 10. Sierra denies each and every allegation contained in the paragraph.
- 11. Sierra states that the FAC speaks for itself, and that RFC seeks recovery on loans previously released, in violation of its contractual promise not to do so. Sierra denies that it is liable to RFC for any reason or that RFC has incurred any liabilities or expenses due in any way to Sierra, and denies each and every remaining allegation contained in the paragraph.

PARTIES

- 12. Sierra admits, on information and belief, that the Rescap Liquidating Trust (the "Trust") is, among other things, a publicly-traded Delaware statutory trust, RFC's successor in interest, and controls RFC. Sierra admits that RFC contends that it is a Delaware limited liability company with its principal place of business in Minneapolis, Minnesota. Sierra lacks knowledge and information sufficient to form a belief as to the truth of the remaining allegations contained in this paragraph, and on that basis denies them.
 - 13. Sierra admits the allegations.

JURISDICTION AND VENUE

14. Sierra admits, on information and belief, that this Court has subject matter

jurisdiction over this matter pursuant to 28 U.S.C. § 1332. Sierra denies that this action arises under Title 11 or arises in the Debtors' bankruptcy proceedings. Sierra lacks knowledge and information sufficient to form a belief as to the truth of the remaining allegations contained in this paragraph, and on that basis denies them.

15. Sierra admits that the parties have contractually agreed that Minnesota is the exclusive venue. Sierra lacks knowledge and information sufficient to form a belief as to the truth of any remaining allegations contained in this paragraph, and on that basis denies them.

FACTUAL BACKGROUND

- 16. Sierra states that Exhibit A to the FAC consists of multiple separate contractual agreements, none of which, individually or collectively, fully describe the parties' contractual relationship at any point in time. Sierra admits that it sold mortgage loans to RFC. Sierra lacks knowledge and information sufficient to form a belief as to the truth of any remaining allegations contained in this paragraph, and on that basis denies them.
- 17. Sierra states that the exhibits to the FAC speak for themselves. Sierra denies that the "complete versions" of the Client Guide are available or accessible to Sierra, or that the omitted portions of the Client Guides do not affect that obligations alleged in the FAC. Sierra denies that the Contract and Client Guide collectively accurately describe the contractual relationship between the parties. Sierra lacks knowledge and information sufficient to form a belief as to the truth of any remaining allegations contained in this paragraph, and on that basis denies them.

18. Sierra presently lacks sufficient knowledge or information to form a belief

as to the truth of the allegations contained in this paragraph, and on that basis denies

them.

19. Sierra admits that it originated and performed underwriting and closing

functions with respect to certain mortgages. Sierra denies that it was understood between

the parties that "RFC would generally not be re-underwriting the loan" and, on

information and belief, RFC, other Debtors, and other entities involved in the mortgage

securitization process routinely utilized third-party auditors to conduct loan quality due

diligence by re-underwriting batches of individual loans. Sierra lacks knowledge and

information sufficient to form a belief as to the truth of any remaining allegations

contained in this paragraph, and on that basis denies them.

20. Sierra denies that it was "well aware" of what RFC did with the loans after

sale. On information and belief, numerous other affiliated entities and Debtors were

involved in the loan securitization process. Sierra lacks knowledge and information

sufficient to form a belief as to the truth of any remaining allegations contained in this

paragraph, and on that basis denies them.

21. Sierra denies that it was "well aware" of what RFC did with the loans after

sale. Sierra lacks knowledge and information sufficient to form a belief as to the truth of

any remaining allegations contained in this paragraph, and on that basis denies them.

22. Sierra asserts that the full and complete versions of the Client Guides speak

for themselves. Sierra admits knowing generally that RFC resold and serviced loans, and

denies any remaining allegations.

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- 23. Sierra states that Exhibit A to the FAC and the full and complete versions of the Client Guides which changed frequently speak for themselves. Sierra admits that, to the extent it made any representations and warranties to RFC, they were on a loan-by-loan basis. Sierra denies any remaining allegations.
 - 24. Sierra denies the allegations.
- 25. Sierra states that the full and complete versions of the Client Guides which changed frequently speak for themselves, and denies the allegations.
- 26. Sierra states that the full and complete versions of the Client Guides which changed frequently speak for themselves, and denies the allegations.
- 27. Sierra states that the full and complete versions of the Client Guides which changed frequently speak for themselves, and denies the allegations.
- 28. Sierra admits that RFC can only seek loan-level remedies with respect to any allegation of breach. Sierra states that the full and complete versions of the Client Guides which changed frequently speak for themselves, and denies the remaining allegations.
- 29. Sierra states that Exhibit A to the FAC, the full and complete versions of the Client Guides (which changed frequently), and *Residential Funding Co., LLC v. Terrace Mortg. Co.*, 725 F.3d 910 (8th Cir. 2013) speak for themselves, and denies the allegations.
- 30. Sierra states that the full and complete versions of the Client Guides which changed frequently speak for themselves, and denies the allegations.
 - 31. Sierra states that the full and complete versions of the Client Guides -

which changed frequently – speak for themselves, and denies the allegations.

- 32. Sierra states that the full and complete versions of the Client Guides which changed frequently speak for themselves, and denies the allegations.
- 33. Sierra denies that it has ever conceded selling RFC "materially defective loans" and that it has paid RFC "substantial sums" to cover loan defects. Sierra states that it previously paid sums to obtain releases and promises not to ever sue or take any legal action whatsoever, however denominated, with respect to particular loans, promises that the FAC violates.
 - 34. Sierra denies the allegations.

<u>Defendants Materially Breached Numerous Loan-Level Representations and Warranties.</u>

- 35. Sierra lacks knowledge and information sufficient to form a belief as to the truth of the allegations contained in this paragraph, and on that basis denies them.
- 36. Sierra denies violating any representations or warranties to RFC. Sierra lacks knowledge and information sufficient to form a belief about the truth of the remaining allegations contained in this paragraph, and on that basis denies them.
 - 37. Sierra denies the allegations.
- 38. Sierra lacks knowledge and information sufficient to form a belief about the truth of the allegations contained in this paragraph, and on that basis denies them.
- 39. Sierra lacks knowledge and information sufficient to form a belief about the truth of the allegations contained in this paragraph, and on that basis denies them.
 - 40. Sierra denies that it violated any version of the Client Guide or breached

any representations or warranties to RFC. Sierra lacks knowledge and information sufficient to form a belief about the truth of the remaining allegations contained in this paragraph, and on that basis denies them.

- 41. Sierra denies the allegations.
- 42. Sierra denies that it violated any version of the Client Guide or breached any representations or warranties to RFC. Sierra states that the FAC violates RFC's releases and promises not to ever sue or take any legal action whatsoever, however denominated, with respect to particular loan. Sierra lacks knowledge and information sufficient to form a belief about the truth of the remaining allegations contained in this paragraph, and on that basis denies them.
- 43. Sierra denies that it ever breached any representations or warranties made to RFC, sold RFC any defective loans, or caused RFC any loss. Sierra denies ever "acknowledging it sold defective loans to RFC." Sierra states that it previously paid sums to obtain releases and promises not to ever sue or take any legal action whatsoever, however denominated, with respect to particular loans, promises that the FAC violates. Sierra denies any remaining allegations.
 - 44. Sierra denies the allegations.

RFC's Liabilities and Losses Stemming from Defendants' Breaches

- 45. Sierra denies the allegations.
- 46. Sierra denies that any of the loans it sold RFC were defective or ever caused RFC to sustain any liability. Sierra lacks knowledge and information sufficient to form a belief about the truth of the remaining allegations contained in this paragraph,

and on that basis denies them.

- 47. Sierra denies that any of the loans it sold RFC were defective or caused RFC to sustain any liability. Sierra denies the remaining allegations to the extent they reference or relate to loans that Sierra sold to RFC. Sierra lacks knowledge and information sufficient to form a belief about the truth of the remaining allegations contained in this paragraph, and on that basis denies them.
- 48. Sierra denies that any of the loans it sold RFC were defective. Sierra lacks knowledge and information sufficient to form a belief about the truth of the remaining allegations contained in this paragraph, and on that basis denies them.
- 49. Sierra lacks knowledge and information sufficient to form a belief about the truth of the allegations contained in this paragraph, and on that basis denies them.
- 50. Sierra lacks knowledge and information sufficient to form a belief about the truth of the allegations contained in this paragraph, and on that basis denies them.
- 51. Sierra lacks knowledge and information sufficient to form a belief about the truth of the allegations contained in this paragraph, and on that basis denies them.
- 52. Sierra denies that any of the loans it sold RFC were defective. Sierra lacks knowledge and information sufficient to form a belief about the truth of the remaining allegations contained in this paragraph, and on that basis denies them.
- 53. Sierra denies that any of the loans it sold RFC were defective or caused RFC any loss. Sierra lacks knowledge and information sufficient to form a belief about the truth of the remaining allegations contained in this paragraph, and on that basis denies them.

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54. Sierra denies that any of the loans it sold RFC were defective or caused

RFC any loss. Sierra lacks knowledge and information sufficient to form a belief about

the truth of the remaining allegations contained in this paragraph, and on that basis denies

them.

55. Sierra lacks knowledge and information sufficient to form a belief about the

truth of the allegations contained in this paragraph, and on that basis denies them.

56. Sierra denies that any of the loans it sold RFC were defective or caused

RFC any loss. Sierra lacks knowledge and information sufficient to form a belief about

the truth of the remaining allegations contained in this paragraph, and on that basis denies

them.

57. Sierra denies that any of the loans it sold RFC were defective or caused

RFC any loss. Sierra lacks knowledge and information sufficient to form a belief about

the truth of the remaining allegations contained in this paragraph, and on that basis denies

them.

58. Sierra denies that any of the loans it sold RFC were defective or caused

RFC any loss. Sierra lacks knowledge and information sufficient to form a belief about

the truth of the remaining allegations contained in this paragraph, and on that basis denies

them.

59. Sierra denies the allegations to the extent they purport to contend or imply

that RFC did not receive any due diligence reports regarding the quality of loans in its

securitization pools until October 2008. Sierra lacks knowledge and information

sufficient to form a belief about the truth of the remaining allegations contained in this

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paragraph, and on that basis denies them.

60. Sierra denies that any of the loans it sold RFC were defective or caused RFC any loss. Sierra lacks knowledge and information sufficient to form a belief about the truth of the remaining allegations contained in this paragraph, and on that basis denies them.

- 61. Sierra denies that any of the loans it sold RFC were defective or caused RFC any loss. Sierra lacks knowledge and information sufficient to form a belief about the truth of the remaining allegations contained in this paragraph, and on that basis denies them.
- 62. Sierra lacks knowledge and information sufficient to form a belief about the truth of the allegations contained in this paragraph, and on that basis denies them.
- RFC any loss. Sierra states that the First Amended Complaint in *New Jersey Carpenters et al. v. Residential Capital, LLC et al.*, Case No. 08-cv-08781 (HB) (S.D.N.Y.) speaks for itself. Sierra lacks knowledge and information sufficient to form a belief about the truth of the remaining allegations contained in this paragraph, and on that basis denies them.
- 64. Sierra denies that any of the loans it sold RFC were defective or caused RFC any loss. Sierra denies the allegations to the extent they purport to contend or imply that correspondent lenders were RFC's only source of "mortgage loan data" or that RFC did not receive pre-securitization due diligence reports regarding mortgages comprising its loan pools. Sierra states that the First Amended Complaint in *New Jersey*

Carpenters et al. v. Residential Capital, LLC et al., Case No. 08-cv-08781 (HB) (S.D.N.Y.) speaks for itself. Sierra lacks knowledge and information sufficient to form a belief about the truth of the remaining allegations contained in this paragraph, and on that basis denies them.

- 65. Sierra denies that any of the loans it sold RFC were defective or caused RFC any loss. Sierra lacks knowledge and information sufficient to form a belief about the truth of the remaining allegations contained in this paragraph, and on that basis denies them.
- 66. Sierra lacks knowledge and information sufficient to form a belief about the truth of the allegations contained in this paragraph, and on that basis denies them.
- 67. Sierra admits that RFC and numerous of its affiliates, including many of the other bankruptcy Debtors, were sued by numerous entities for, among other things, tortious and negligent misconduct including securities fraud, misrepresentation, negligence, and loan servicing violations. Sierra lacks knowledge and information sufficient to form a belief about the truth of the remaining allegations contained in this paragraph, and on that basis denies them.
- 68. Sierra lacks knowledge and information sufficient to form a belief about the truth of the allegations contained in this paragraph, and on that basis denies them.
- 69. Sierra denies that any of the loans it sold RFC were defective or caused RFC any loss. Sierra lacks knowledge and information sufficient to form a belief about the truth of the remaining allegations contained in this paragraph, and on that basis denies them.

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Amended Counterclaim Pg 15 of 31

70. Sierra denies that any of the loans it sold RFC were defective or caused RFC any loss. Sierra lacks knowledge and information sufficient to form a belief about

the truth of the remaining allegations contained in this paragraph, and on that basis denies

them.

71. Sierra admits that in May 2012, 51 separate bankruptcy petitions were filed

by RFC and 50 other related bankruptcy Debtors, and that the 51 separate bankruptcy

actions were administrated jointly for administrative purposes only. Sierra lacks

knowledge and information sufficient to form a belief about the truth of the remaining

allegations contained in this paragraph, and on that basis denies them.

72. Sierra admits that many proofs of claim were filed against multiple Debtors

by numerous entities for, among other things, tortious and negligent misconduct

including securities fraud, misrepresentation, negligence, and loan servicing violations.

Sierra admits that a small percentage of the proofs of claim referenced in this paragraph

were filed against RFC. Sierra denies that any of the loans it sold RFC were defective or

caused RFC any loss. Sierra lacks knowledge and information sufficient to form a belief

about the truth of the remaining allegations contained in this paragraph, and on that basis

denies them.

73. Sierra lacks knowledge and information sufficient to form a belief about

the truth of the allegations contained in this paragraph, and on that basis denies them.

74. Sierra denies that any of the loans it sold RFC were defective, caused RFC

any loss, and that Sierra breached any representations or warranties made to RFC. Sierra

states that many proofs of claim were filed against multiple Debtors by numerous entities

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for, among other things, tortious and negligent misconduct including securities fraud, misrepresentation, negligence, and loan servicing violations. Only a small percentage of the proofs of claim identified in paragraph 72 were filed against RFC and/or based on breaches of representations or warranties made *by RFC*. Sierra denies the allegations regarding RFC's alleged "reliance" on Sierra and other correspondent lenders, as they purport to incorrectly contend or imply that: (a) correspondent lenders were RFC's only source of "mortgage loan data"; (b) RFC did not receive pre-securitization due diligence reports regarding mortgages comprising its loan pools; and/or (c) Debtor securitization pools were not comprised of large numbers of loans originated and underwritten by other Debtor entities.

- 75. Sierra states that the allegations of this paragraph are vague, as they appear to conflate multiple Debtors, proceedings, claimants, and unspecified "disputed issues." Accordingly, Sierra lacks knowledge and information sufficient to form a belief about the truth of the allegations contained in this paragraph, and on that basis denies them.
- 76. Sierra states that the referenced "Findings of Fact" speak for themselves. Sierra admits that this action was filed post-Plan confirmation on or about December 14, 2013, and that the Plan's "effective date" was on or about December 17, 2013. Sierra states that the Plan speaks for itself, and that the allegation "RFC's RMBS-related liabilities became fixed through the confirmation of the Plan" is vague, misleading, and a legal conclusion to which no response is required; to the extent any response is required, Sierra denies the allegation. Sierra lacks knowledge and information sufficient to form a belief about the truth of the allegations contained in this paragraph, and on that basis

denies them.

77. Sierra denies that it has any contractual obligation to indemnify RFC for anything. Sierra denies that it breached any representations and warranties made to RFC. Sierra denies that it sold RFC any defective loans. Even assuming hypothetically that Sierra had ever breached a representation or warranty made to RFC, Sierra denies that it would even then be liable for any "portion" of the "global settlement" or RFC's other alleged "liabilities and losses." Sierra lacks knowledge and information sufficient to form a belief about the truth of the allegations contained in this paragraph, and on that basis denies them.

COUNT ONE (BREACH OF CONTRACT)

- 78. Sierra incorporates, as though fully set forth herein, each of its responses to all of the preceding paragraphs.
- 79. Sierra admits that it sold loans to RFC. Sierra states that the actual contractual documents, which changed over time, speak for themselves, and the term "Agreement" is vague and misleading. Sierra denies the remaining allegations.
- 80. Sierra states that the complete versions of the Contracts, the Client Guides, and other contractual documents speak for themselves.
 - 81. Sierra denies the allegations.
- 82. Sierra states that RFC amended its original complaint in response to Sierra's original Motion to Dismiss by adding the terms "materially breached" and "materially," clarifying that RFC is only alleging liability for material breaches of

representations and warranties. Sierra denies the allegations.

- 83. Sierra states that RFC amended its original complaint in response to Sierra's original Motion to Dismiss by adding the term "material," clarifying that RFC alleges that only material breaches constituted "Events of Default." Sierra denies the allegations.
- 84. Sierra states that RFC amended its original complaint in response to Sierra's original Motion to Dismiss by adding the terms "material" and "materially" clarifying that RFC is only alleging liability for material breaches of representations and warranties. Sierra denies the allegations.
- 85. Sierra denies the allegations, and denies that it is liable to RFC in any amount.

COUNT TWO (INDEMNIFICATION)

- 86. Sierra incorporates, as though fully set forth herein, each of its responses to all of the preceding paragraphs. Sierra alleges that "Indemnification" is not proper as a separate count, but is merely another (duplicative) remedy potentially available with respect to RFC's count for breach of contract.
- 87. Sierra states that RFC amended its original complaint in response to Sierra's original Motion to Dismiss by adding the terms "material defects" and "materially defective," clarifying that RFC is only alleging liability for material contractual breaches of representations and warranties. Sierra denies the allegations.
 - 88. Sierra denies that it breached any contractual obligations to RFC. Sierra

denies that RFC has incurred any "liabilities, losses and damages, including attorneys' fees and costs" for which Sierra is liable. Sierra denies any remaining allegations.

89. Sierra denies the allegations, and denies that it is liable to RFC in any amount.

AFFIRMATIVE AND OTHER DEFENSES

Without taking on any burden of proof on any matter for which the burden rests on RFC, and without waiver of any defenses that Sierra is not required to plead at this time or not presently aware of, Sierra asserts the following defenses to the FAC:

FIRST AFFIRMATIVE DEFENSE

The allegations of the FAC fail to state a cause of action for which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Even should it ultimately be adjudicated that Sierra is liable to RFC for some amount, such amount must be fully setoff, fully or partially, by RFC's liability for breach of promises not to sue contained in prior settlement agreements between the parties, as well as for recovery from collateral sources.

THIRD AFFIRMATIVE DEFENSE

RFC has waived its claims and/or is estopped from asserting its claims by, among other things, having learned of alleged contractual breaches through pre-securitization due diligence or other means, and doing nothing, to Sierra's prejudice and detriment.

FOURTH AFFIRMATIVE DEFENSE

RFC has expressly released and/or waived some or all of its alleged claims against

Sierra, and entered into an accord and satisfaction/novation with respect to some or all of its alleged rights to relief, by previously entering into settlement agreements with Sierra.

FIFTH AFFIRMATIVE DEFENSE

RFC is barred by the equitable doctrine of unclean hands from recovering on some or all of the alleged claims against Sierra by reason of RFC's own inequitable actions, conduct and/or omissions, including but not limited to securities fraud, misrepresentation, willful and wanton negligence, and/or loan servicing violations, as well as acquiring loans from Sierra with the knowledge and intent that RFC and/or its affiliated entities would use them for such unlawful purposes.

SIXTH AFFIRMATIVE DEFENSE

The applicable statutes of limitations governing, among other things, written contractual obligations, have expired with respect to some or all of the asserted claims.

SEVENTH AFFIRMATIVE DEFENSE

Should it ultimately be adjudicated that Sierra breached any contractual obligation to RFC, such breach or breaches were not material.

EIGHTH AFFIRMATIVE DEFENSE

RFC is barred from recovery on some or all of its claims, and/or Sierra is excused form any alleged nonperformance, on account of RFC's own breach of or failure to perform its own contractual obligations and covenants by, among other things, violating releases and promises not to sue contained in prior settlement agreements with Sierra, failing to provide Sierra with written notice and/or a right to appeal with respect to any alleged contractual breaches, and/or failing ever to declare any "Event of Default."

NINTH AFFIRMATIVE DEFENSE

RFC's claims are barred, in whole or in part, by RFC's breaches of the covenant of good faith and fair dealing including, among other things, failing to timely notify Sierra of any alleges defaults or breaches and/or provide a right to appeal, failing to exercise fair and reasonable discretion in alleging defaults or breaches, and/or voluntarily paying sums or incurring liabilities in excess of RFC's actual obligations, if any.

TENTH AFFIRMATIVE DEFENSE

The doctrine of acquiescence bars RFC's alleged indemnification rights due to RFC's inaction in the face of a dangerous condition.

ELEVENTH AFFIRMATIVE DEFENSE

RFC knowingly assumed the risk of the damages or injuries alleged in the FAC.

TWELFTH AFFIRMATIVE DEFENSE

RFC is barred from recovering its alleged damages from Sierra (or such recovery must be reduced) to the extent RFC failed to mitigate or reasonably attempt to mitigate its damages, and/or was comparatively at fault. In particular, without limitation, RFC: (1) paid sums and/or incurred liabilities larger than fair, reasonable, or necessary; (2) otherwise failed to take commercially reasonable and diligent efforts to avoid or minimize its alleged losses; (3) "waived in" and failed to remove problem loans, identified during due diligence, from its loan pools and instead failed to notify and/or misled investors; and (4) committed or participated in unlawful misconduct with respect to investors, and borrowers whose loans RFC serviced.

THIRTEENTH AFFIRMATIVE DEFENSE

RFC's alleged right to indemnification is barred to the extent of its own willful and/or wanton negligence.

FOURTEENTH AFFIRMATIVE DEFENSE

RFC's claims are barred by the doctrine of judicial estoppel because RFC previously successfully prevailed in other proceedings, or obtained a more advantageous outcome, by taking factual or legal positions contrary to or inconsistent with the theories it presently advances. Such positions included, among others, that: (a) the Debtor loan pools did not contain loans with underwriting defects; (b) lawsuits against the Debtors were based not on inherent "defects" in the pooled loans, but misrepresentations about the underwriting standards that applied to those loans; (c) key evidence and data regarding the loans was unavailable or unduly burdensome to access; and (d) RFC's losses were attributable not to defective loans from correspondent lenders, but factors such as (i) the burdens of litigation; (ii) a widespread economic meltdown; and (iii) the pursuant of high-risk mortgages that increased the risk of borrower default.

FIFTEENTH AFFIRMATIVE DEFENSE

RFC lacks standing to assert its claims because it assigned its rights, title and interest in those claims to third parties when it re-sold the loans on which it is suing, and RFC is not the real party in interest.

SIXTEENTH AFFIRMATIVE DEFENSE

RFC's claims are barred in whole or in part by the doctrine of laches.

SEVENTEENTH AFFIRMATIVE DEFENSE

RFC's claims are barred because any alleged damages were the result of alternative/superseding/intervening causes over which Sierra had no control, such as the actions or omissions of third parties and/or RFC's own agents, employees, or affiliates, market forces, and RFC's pursuit of high-risk mortgages.

EIGHTEENTH AFFIRMATIVE DEFENSE

RFC may not recover its claimed damages in this action because they are speculative, vague, based on guesswork and conjecture, and would be impossible to ascertain or allocate in a fair, lawful, and just manner.

NINETEENTH AFFIRMATIVE DEFENSE

RFC's claims are barred because it failed to comply with one or more contractual conditions precedent to bringing this lawsuit.

TWENTIETH AFFIRMATIVE DEFENSE

The relief sought by RFC is barred, in whole or in part, by RFC's failure to join indispensable parties necessary to a full, fair, and final adjudication.

TWENTY-FIRST AFFIRMATIVE DEFENSE

The basis of RFC's claims and alleged damages against Sierra violate the due process clause of the U.S. Constitution.

RESERVATION OF RIGHTS/OTHER DEFENSES

Sierra has not completed its investigation and discovery regarding the FAC and the claims asserted by RFC therein. Sierra still has little idea which loans are at issue, or what representations and warranties they allegedly breached. Sierra reserves the right to assert additional affirmative defenses (or modify and/or supplement existing affirmative defenses) as supported by information or facts obtained through discovery or other means during this case.

WHEREFORE, Sierra prays for judgment as follows:

- 1. That RFC takes nothing by its FAC;
- 2. That the FAC against Sierra be dismissed with prejudice;
- 3. That Sierra be awarded its costs and reasonable attorney's fees incurred defending this suit;
- 4. That any relief in favor of RFC be offset by relief owed Sierra; and
- 5. That Sierra be awarded any other and further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Sierra hereby demands a jury trial on all issues raised in the FAC.

COUNTERCLAIM

PARTIES

1. Counterdefendant RFC is a Delaware limited liability company with its principal place of business in Minneapolis, Minnesota. To the extent it has any real continued existence, it is a citizen of Minnesota and Delaware. On information and belief, RFC currently exists solely to serve as the plaintiff in this case and other correspondent lender cases. On information and belief, RFC has no assets or operations, is controlled and dominated by the Trust, and observes no corporate formalities. Thus, Sierra would likely have little or no ability to either take discovery or recover from RFC

should Sierra prevail on its counterclaim at trial.

- 2. On information and belief (and as alleged in the FAC), counterdefendant ResCap Liquidating Trust, a Delaware statutory trust (the "ResCap Trust") is the successor in interest to RFC; therefore, ResCap Trust is the true holder of the contractual rights, obligations, and claims alleged in both the FAC and this Counterclaim. The presence of RFC in this action, but not ResCap Trust, would serve only to insulate the real party in interest and unnecessarily thwart Sierra's ability to bring and prosecute this compulsory counterclaim. RFC's continued presence in this action rather than the real party in interest would only perpetrate injustice.
- 3. ResCap Trust is a publicly traded statutory trust organized under the laws of Delaware. Delaware law permits a statutory trust to sue and be sued in its own name, but also requires the appointment of a trustee. The designated trustee for ResCap Trust is Wilmington Trust, N.A. ("Wilmington"), a national banking association.
- 4. The U.S. Circuit Court of Appeals for the Eighth Circuit has determined that the citizenship of a national bank is determined by the location of its main office. On information and belief and according to the websites for both the Office of the Comptroller of the Currency (Wilmington's primary federal regulator) and the Federal Deposit Insurance Corporation Wilmington's main office is located at Rodney Square North, 1100 North Market Street, Wilmington, DE 19890. Thus, Wilmington is a citizen of Delaware only.
- 5. The ResCap Trust therefore has citizenship only in Delaware, as it is organized under Delaware law and its trustee is a citizen of Delaware and nowhere else.

- 6. Therefore, ResCap Trust is subject to service of process, and its presence does not deprive the Court of subject matter jurisdiction. Without ResCap Trust's presence in this action as the real party in interest, the Court would be unable to accord complete relief among the existing parties. In fact, Sierra would be unable to obtain any relief, or in all likelihood even prosecute its claims.
- 7. Counterclaimant Sierra is a corporation organized under the laws of California. It is a mortgage company with offices in many states, but its principal place of business and nexus of operations is located in Folsom, California. It is a citizen of California only.

JURISDICTION AND VENUE

- 8. This Court has subject jurisdiction over this matter pursuant to, *inter alia*, 28 U.S.C. §§ 1332 and 1367(a). As described herein, this counterclaim and the claims presented by the FAC are so closely related that they form part of the same case or controversy.
- 9. RFC is already the nominative plaintiff designated by the FAC. As its successor, ResCap Trust is the real party in interest and subject to the personal jurisdiction of this Court. Venue is proper in this District pursuant to 28 U.S.C.
- § 1391(b)(2) in that a substantial part of the events complained of herein namely, the filing of the FAC in this courthouse on May 23, 2014 occurred in this judicial district. As was recently litigated in this Court, the parties contractually agreed to Minnesota as the exclusive venue regarding the FAC, which indirectly references the settlement agreements (already familiar to the Court), on which Sierra bases its counterclaim; these

agreements are expressly governed by Minnesota law.

10. This counterclaim is compulsory under F.R.C.P. Rule 13(a). Sierra presently has the counterclaim against RFC, which arises out of the same transactions and occurrences that are the subject matter of the FAC. It was RFC's very act of filing the FAC, under the direction and control of ResCap Trust as successor and the real party in interest, that gave rise to Sierra's counterclaim.

FACTUAL BACKGROUND

- 11. Sierra and RFC had a contractual correspondent lender relationship between 2000 to 2007, in which Sierra would sell RFC mortgage loans one at a time.
- 12. Occasionally, RFC would request that Sierra repurchase certain mortgages, and the parties would bargain over such factors as which loans, on what terms, and for how much.
- 13. Sierra and RFC entered into three binding and enforceable written settlement agreements in 2007 and 2008 (attached as Exhibits 1-3). In all three settlements, RFC expressly released Sierra from any and all future liability with respect to particular loans including loans on which the FAC now expressly sues and/or seeks additional and further relief.
- 14. The first two agreements (Exhibits 1 & 2) included in Paragraph 3 express contractual promises that neither party would ever "bring against the other party any other suits or actions, however denominated concerning any claim, demand, liability or cause of action that is the subject of this Agreement." (Emphasis added.)
 - 15. In the third and final settlement (Exhibit 3), which cost Sierra just a fraction

of the amounts it had paid for each of the first two settlements, RFC insisted on removing the promise not to sue. This demonstrates the great weight, significance, and materiality that the parties gave to the promises not to sue in the first two settlements. Recent events, in fact, have showed precisely why Sierra valued such provisions so highly, and the importance of according them the weight, authority, and enforceable effect that the parties clearly intended them to have.

- 16. On May 23, 2014, RFC (controlled by the ResCap Trust, and through counsel it shares with the ResCap Trust) filed the FAC, changing the nature of the liability theory against Sierra and vastly expanding by an order of magnitude the overall quantity of Sierra loans allegedly at issue ("hundreds" (¶ 40) rather than "dozens"). The FAC for the first time purports to sue on loans that RFC previously released and promised not to sue on by: (a) seeking "additional recoveries" with respect to "loans Sierra Pacific repurchased," which the FAC counts among the "universe" of defective loans it is suing on (FAC, ¶¶ 5, 43); (b) specifically listing as "examples" of defective loans certain loans expressly released (¶¶ 42, 53); and (c) asserting that Sierra's prior repurchases were "concessions" that those loans were defective (¶¶ 5, 43), although all three settlements contain disclaimers of wrongdoing making clear that RFC and the ResCap Trust have no intention of honoring the settlements.
- 17. Moreover, on December 19, 2007, Sierra and RFC entered into the first settlement agreement ("December 19, 2007 Settlement") (Exhibit 1), which provided Sierra with broad-spanning retroactive releases and promises not to sue with respect to any allegedly defective loan sold to RFC, prior to December 19, 2007, that met at least

one of the following two criteria: (1) the borrower timely made the first 12 monthly loan payments; or (2) the only "Event of Default" identified was "the overstatement of stated income by the borrower(s)."

18. Specifically, Section 2(b) of the December 19, 2007 Settlement provides:

...GMAC-RFC for itself, its present and past representatives, heirs, executors, administrators, successors, assigns, family, partners, employees, agents, and attorneys will fully and forever release and discharge Client... from all claims, demands, torts, damages, obligations, liabilities, costs, expenses, rights of action, or causes of action arising out of the Subject Loans, and arising out of the Additional Loans, but only where the Additional Loans involve a borrower who has made the first twelve consecutive payments due GMAC-RFC within the month mandated by the contract, or (ii) where the overstatement of stated income by the borrower(s) is identified as the only Event of Default of the GMAC-RFC Client Guide ("Client Guide").

(Exhibit 1, p. 3, emphasis added.) The December 19 Settlement defined "Additional Loans" as any loans:

...sold to GMAC-RFC on or before the effective date of this Agreement, which may be in breach of one or more Events of Default, as described in the Client Guide but which have not been identified as of the date of this Agreement...

(Id., p.1.)

- 19. In addition, Section 3 of the December 19, 2007 Settlement contained an express promise not to sue: the parties promised not to "bring against the other party any other suits or actions, however denominated concerning any claim, demand, liability or cause of action that is the subject of this Agreement." (Id., emphasis added.)
- 20. The releases and covenants not to sue also apply to 29 specifically-identified repurchased loans all of which RFC now purports to sue on by seeking

"additional recoveries" with respect to "loans Sierra Pacific repurchased..." (FAC, ¶¶ 5, 43.)

21. Similarly, on March 10, 2008, the parties entered into a settlement agreement ("March 10, 2008 Settlement") resolving seven loans, that contained releases and covenants not to sue virtually identical to those in the December 19, 2007 Settlement. (Exhibit 2.) Among the expressly released loans were three of the "example" loans cited in the FAC: (1) Loan ID # 11208459 (FAC, ¶ 42(k)); (2) Loan ID # 11208467 (*Id.*, ¶ 42(l)); and (3) Loan ID # 11301585 (*Id.*, ¶ 42(n)).

COUNT I

(Breach of Contract - Settlement Agreement)

- 22. Sierra incorporates by reference the allegations contained in the previous paragraphs as if fully set forth herein.
- 23. The December 19, 2007 Settlement and the March 10, 2008 Settlement were and remain binding and enforceable, including the promises not to sue (Exhibits 1 and $2, \P 3$).
- 24. As described herein, RFC and the ResCap Trust violated the promises not to sue by filing the FAC.
- 25. As a proximate result of these breaches, Sierra has been damaged in multiple ways, including but not limited to incurring attorneys' fees, paying for (and losing the use of) employee and management time and other company resources responding to and establishing the breaches, and in other ways. The amount of damages sustained is in an amount according to proof at trial but not less than \$75,000.

PRAYER FOR RELIEF

WHEREFORE, based on the foregoing, Sierra respectfully requests that this Court:

- 1. For general and specific damages against RFC and the ResCap Trust according to proof at time of trial;
 - 2. For attorneys' fees and costs according to proof;
 - 3. For interest as allowed by law; and
 - 4. For such further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Sierra hereby demands a jury trial for all issues herein.

Dated: September 30, 2014 Respectfully Submitted,

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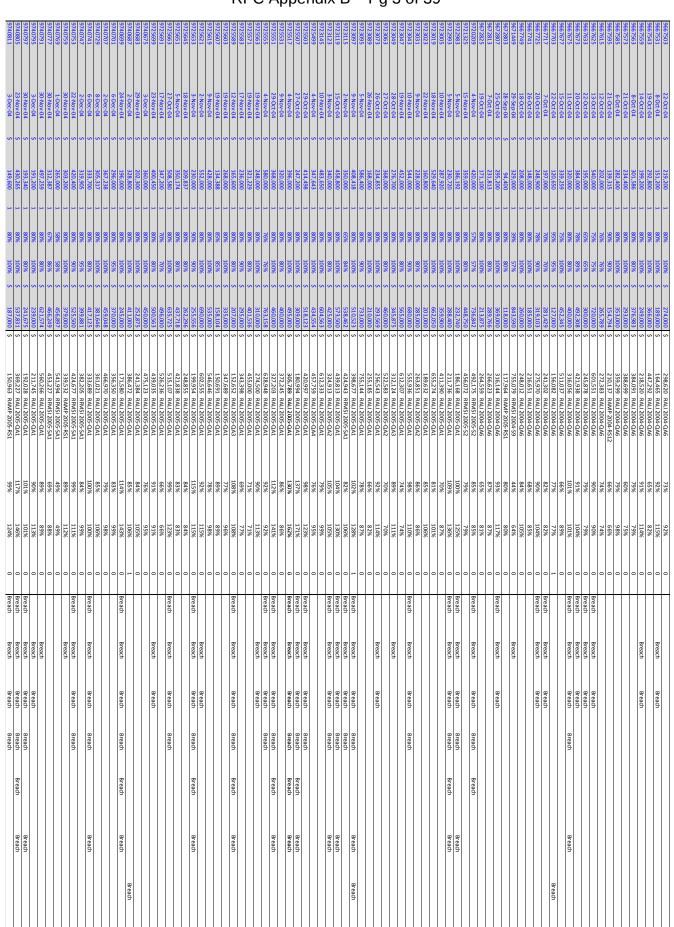
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EXHIBIT 7

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APPENDIX B

Lien Status REPORTI D LTV D CLTV REPORTED PROPERTY VALUE .. Actual property value based on AVM on origination date 577,166 RRMS 2003-812 178,988 RAMP 2002-835) 184,178 RAMP 2002-835) 184,178 RAMP 2002-835) 184,278 RAMP 2002-835) 185,245 RRAMP 2003-837 123,857 RAMP 2003-831 124,951 RAMP 2004-835 124,951 RAMP 2004-835 124,951 RAMP 2004-835 125,958 RAMP 2004-835 126,958 RAMP 2004-835 126,958 RAMP 2004-835 127,958 RAMP 2004-836 127,958 RAMP 2004 2. Identified REMIC trust 3.1. LTV based on AVM 5a). Property value reported was 15% or more higher than calculated Breach Breach Breach Breach Breach Breach 5b). Property value reported was 10% or more higher than calculated AVM Breach 5c). Reported LTV is 10% or more lower than calculated LTV based on AVM Breach 5d). Reported LTV is 15% or more lower than calculated LTV based on AVM Breach 5e). Reported LTV is 25% or more lower than calculated LTV based on AVM Breach Breach Breach Breach Breach 5f). CLTV calculated from AVM is over 100% for 2nd lien or LTV is over 100% for 1st lien Breach Breach Breach Breach Breach Breach Breach 5g). Mis-stated owner occupancy



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830,828 RFMS2 2006-HSA5 623,267 RFMS2 2006-HSA5	667,716 RFMS2 2006-HSA5	472.769 RAU 2006-007	299,928 RALI 2006-Q07	328,117 RALI 2006-Q07	756,716 RALI 2006-Q07	1,004,325 RALI 2006-QO8	256,966 RALI 2006-QA6	461,988 RALI 2006-QA6	574.815 RAMP 2006-QA6	509,500 RALI 2006-QA6	324,136 RFMSI 2006-SA2	294.923 RALI 2006-QA6	282,791 RALI 2006-QA6	705,127 RALI 2006-QA6	583,736 RALI 2006-QA6	336,386 RAU 2006-QA6	187,724 RALI 2006-QA6	554,935 RALI 2006-QA6	236,034 RALI 2006-QA6	287 737 BALL 2005-QA6	470,441 RAU 2006-QA6	171,971 RALI 2006-QA6	241,874 RALI 2006-QA6	194.051 RAU 2006-QA6	641 818 RAII 2006-QA6	306,888 RALI 2006-QA6	366,684 RALI 2006-QA6	289,726 RALI 2006-QA6	341,114 RALI 2006-QA6	494,743 RALI 2006-QA6	435,389 RALI 2006-QA6	182,138 RALI 2006-QA6	329,723 RALI 2006-QA6	343,746 RALI 2006-QA6	694,187 RAU 2006-QA6	496,910 RALI 2006-QA6	314,071 RALI 2006-QA6	181.187 RAMP 2006-RS5	466,383 RALI 2006-QA6	783,830 RALI 2006-QA6	279,529 RALI 2006-QA6	628,626 RAMP 2006-RS5	176,625 RAU 2006-QA6	1,228,804 RALI 2006-QA6	258,486 RALI 2006-QA6	260,286 RALI 2006-QA6	251,356 RAMP 2006-RS5	163,186 RALI 2006-QA6	483,255 RALI 2006-QA6	257,965 RALI 2006-QA6	366,528 RALI 2006-QA6	514,253 RALI 2006-QA6	251,599 RALI 2006-QA6	162 375 RAMP 2006-QA6	283,703 RALI 2006-QA6	315,486 RAU 2006-QA6	423,574 RALI 2006-QA6	517.808 RAMP 2006-RS5	207,328 RALI 2006-QA6	783,481 RFMSI 2006-SA3	235,970 RALI 2006-QA6	483,743 RALI 2006-QA6	484,752 RALI 2006-QA6	310,575 RALI 2006-QA6 436,736 RALI 2006-QA6
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11/0/	70%	74%	86%	96%	100%	122%	108%	118%	157%	97%	95%	03%	300/	101%	94%	88%	106%	82%	105%	61%	105%	86%	66%	76%	100%	84%	103%	88%	81%	99%	70%	62%	65%	141%	106%	100%	101%	102%	83%	80%	90%	72%	80%	82%	87%	90%	76%	115%	100%	26.40	97%	98%	123%	4 777/
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EXHIBIT 8

UNITED STATES DISTRICT COURT DISTRICT OF MINNESOTA

In Re: RFC and RESCAP Liquidating

Trust Litigation

Civil No. 13-3451(SRN/JJK/HB)

ORDER

This document relates to:

Residential Funding Company, LLC v. Sierra Pacific Mortgage Company, Inc. *and* Sierra Pacific Mortgage Company, Inc. v. Residential Funding Company, LLC and ResCap Liquidating Trust, No. 13-cv-3511 (RHK/FLN)

HILDY BOWBEER, United States Magistrate Judge

This matter is before the Court on the parties' Stipulation Regarding Plaintiffs'

Motion to Compel [Doc. No. 350]. The Court **APPROVES** the Stipulation, as follows:

- Plaintiffs shall not seek discovery from Sierra Pacific related to the following 16 loans unless Plaintiffs identify an additional breach related to the loans: 9774425, 10356871, 10357217, 10669429, 10669489, 10789819, 10832021, 10866919, 11038837, 11047591, 11105077, 11105085, 11183655, 11301455, 11448955, and 19447261.
- 2. Sierra Pacific shall provide discovery related to the remaining 502 loans on Appendix I, subject to the objections contained in its responses to RFC/ResCap's Requests for Production and any agreements reached during any meet and confers with Plaintiffs.

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3. Plaintiffs' discovery requests shall be deemed limited to such remaining

502 loans, until such time as Plaintiffs can identify breaches beyond

"unreasonable stated income" for the 16 loans listed in paragraph 1 above.

4. Sierra Pacific's separate response to Plaintiffs' Motion to Compel

discovery is withdrawn. Sierra Pacific also withdraws its joinder to the

argument located at Paragraph I, pages 10-19, of Defendants' Joint

Memorandum in Opposition to Plaintiffs' Motion to Compel [Doc. No.

288] ("Plaintiffs' Request for Documents Regarding All Loans on Their

Loss Lists is Unduly Burdensome, Premature, and Inconsistent with the

Court's Orders Focusing Discovery.").

5. Plaintiffs withdraw their Motion to Compel as to Sierra Pacific on the

issue raised in Paragraph I, pages 16-24, of Plaintiffs' Memorandum in

Support of Motion to Compel [Doc. No. 202] ("Plaintiffs are Entitled to

Discovery Concerning the Loans Identified on Their Loan Lists").

IT IS SO ORDERED.

Dated: April 13, 2015

s/ Hildy Bowbeer

HILDY BOWBEER

United States Magistrate Judge

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