Docket #0089 Date Filed: 1/29/2013

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

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

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

Subject to the approval of the Court, this Stipulation (the "Stipulation") is made and entered into by, between and among the debtors and debtors in possession in the above-captioned bankruptcy case (collectively, the "Debtors") and certain defendants to the above-captioned adversary proceeding listed on Schedule A hereto (the "Stipulating Defendants" and, together with the Debtors, the "Parties"). The Parties intend this Stipulation to supplement the stipulations previously entered into in this adversary proceeding (Docket Nos. 77, 78, 87) that resolved, against the Stipulating Defendants, the Debtors' Motion (the "Motion"), for entry of an Order pursuant to 11 U.S.C. §§ 362(a)(1) and/or 362(a)(3) and 105(a) extending the automatic

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stay imposed by 11 U.S.C. § 362(a) to the continued prosecution of the MBS Actions[1] against the Non-Debtor Affiliates or, in the alternative, for entry of an order pursuant to 11 U.S.C. § 105(a) enjoining and prohibiting the continued prosecution of the MBS Actions against the Non-Debtor Affiliates.

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

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

NOW THEREFORE, the Parties have reached the following agreement:

1. Each of the Stipulating Defendants agrees that they are stayed and enjoined from and against the continued prosecution, including the pursuit of certain discovery, by the Stipulating Defendants of the MBS Actions against the Non-Debtor Affiliates through April 30, 2013 (the "Stay Period"), except as specifically provided in paragraph 2 below, and the Parties agree to extend any deadlines that occur in the MBS Actions brought by the Stipulating Defendants during the Stay Period.

2. Notwithstanding paragraph 1 above:

   a. The Stipulating Defendants are not stayed or enjoined from pursuing the production of documents in the possession, custody, or control of the Non-Debtor Affiliates (except to the extent such documents are solely in the possession or custody of the Debtors). For the sake of clarity, the Non-Debtor Affiliates will not be required to produce, and will not produce, any documents that are solely in the Debtors' possession.

[1] Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion.

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

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

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

5. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Stipulation, except as to those matters, including but not limited to the

motions and discovery permitted under paragraph 2 above, pending before the respective courts where each of the Affected MBS Actions are pending.

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

7. This Stipulation is without prejudice to any further requests for an Order pursuant to 11 U.S.C. §§ 362(a)(1) and/or 362(a)(3) extending the automatic stay imposed by 11 U.S.C. § 362(a) to the continued prosecution of the MBS Actions against the Non-Debtor Affiliates or, in the alternative, for entry of an order pursuant to 11 U.S.C. § 105(a) enjoining and prohibiting the continued prosecution of the MBS Actions against the Non-Debtor Affiliates, or the right of any party to contest such requests, provided that the parties shall not modify this Stipulation other than by written agreement.

8. The Stipulating Defendants shall have until May 31, 2013 to file an answer or otherwise respond to any complaint filed in this adversary proceeding.

9. Notwithstanding anything herein to the contrary, this Stipulation shall not modify or affect the terms and provisions of, nor the rights and obligations under, (a) the Board of Governors of the Federal Reserve System Consent Order, dated April 13, 2011, by and among AFI, Ally Bank, ResCap, GMAC Mortgage, LLC, the Board of Governors of the Federal Reserve System, and the Federal Deposit Insurance Corporation, (b) the consent judgment entered April 5, 2012 by the District Court for the District of Columbia, dated February 9, 2012, (c) the Order of Assessment of a Civil Money Penalty Issued Upon Consent Pursuant to the Federal Deposit Insurance Act, as amended, dated February 10, 2012, and (d) all related agreements with AFI and Ally Bank and their respective subsidiaries and affiliates.

10. Nothing in this stipulation will alter the rights of any Stipulating Defendant to seek discovery in the Chapter 11 cases.

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

Dated: January 28, 2013

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Dated: January 28, 2013

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**IT IS SO ORDERED**

Dated: January 29, 2013
New York, New York

**/s/Martin Glenn**
MARTIN GLENN
United States Bankruptcy Judge

**Schedule A to Stipulation and Order With Respect to Debtors' Motion to Extend the Automatic Stay or, in the Alternative, for Injunctive Relief**

1. **Allstate Insurance Company** (Plaintiff: *Allstate Ins. Co. et al. v. GMAC Mortg., LLC et al.*, No. 27-CV-11-3480 (Minn. Dist. Ct., Hennepin Cnty.).)
2. **Allstate Life Insurance Company** (Plaintiff: *Allstate Ins. Co. et al. v. GMAC Mortg., LLC et al.*, No. 27-CV-11-3480 (Minn. Dist. Ct., Hennepin Cnty.).)
3. **Allstate Life Insurance Company of New York** (Plaintiff: *Allstate Ins. Co. et al. v. GMAC Mortg., LLC et al.*, No. 27-CV-11-3480 (Minn. Dist. Ct., Hennepin Cnty.).)
4. **Allstate New Jersey Insurance Company** (Plaintiff: *Allstate Ins. Co. et al. v. GMAC Mortg., LLC et al.*, No. 27-CV-11-3480 (Minn. Dist. Ct., Hennepin Cnty.).)
5. **Allstate Bank** (f/k/a Allstate Federal Savings Bank) (Plaintiff: *Allstate Ins. Co. et al. v. GMAC Mortg., LLC et al.*, No. 27-CV-11-3480 (Minn. Dist. Ct., Hennepin Cnty.).)
6. **Allstate Retirement Plan** (Plaintiff: *Allstate Ins. Co. et al. v. GMAC Mortg., LLC et al.*, No. 27-CV-11-3480 (Minn. Dist. Ct., Hennepin Cnty.).)
7. **American Heritage Life Insurance Company** (Plaintiff: *Allstate Ins. Co. et al. v. GMAC Mortg., LLC et al.*, No. 27-CV-11-3480 (Minn. Dist. Ct., Hennepin Cnty.).)
8. **First Colonial Insurance Company** (Plaintiff: *Allstate Ins. Co. et al. v. GMAC Mortg., LLC et al.*, No. 27-CV-11-3480 (Minn. Dist. Ct., Hennepin Cnty.).)
9. **Kennett Capital, Inc.** (Plaintiff: *Allstate Ins. Co. et al. v. GMAC Mortg., LLC et al.*, No. 27-CV-11-3480 (Minn. Dist. Ct., Hennepin Cnty.).)
10. **Federal Home Loan Bank of Boston** (Plaintiff: *Fed. Home Loan Bank of Bos. v. Ally Fin. Inc. et al.*, No. 1:11-cv-10952-GAO (D. Mass.).)
11. **Federal Home Loan Bank of Chicago** (Plaintiff: *Fed. Home Loan Bank of Chi. v. Ally Fin. Inc. et al.*, No. 10 CH 45033 (Ill. Cir. Ct., Cook Cnty.).)
12. **Federal Home Loan Bank of Indianapolis** (Plaintiff: *Fed. Home Loan Bank of Indianapolis v. Ally Fin. Inc. et al.*, No. 49D05 10 10 PL 045071 (Ind. Super. Ct., Marion Cnty.).)
13. **Massachusetts Mutual Life Ins. Co.** (Plaintiff: *Mass. Mutual Life Ins. Co. v. Residential Funding Co., LLC et al.*, No. 11-cv-30035-MAP (D. Mass.).)
14. **Stichting Pensioenfonds ABP** (Plaintiff: *Stichting Pensioenfonds ABP v. Ally Fin. Inc. et al.*, No. 27-CV-11-20426 (Minn. Dist. Ct., Hennepin Cnty.).)
15. **Huntington Bancshares Inc.** (Plaintiff: *Huntington Bancshares Inc. v. Ally Fin. Inc. et al.*, No. 27-CV-11-20276 (Minn. Dist. Ct., Hennepin Cnty.).)
16. **Assured Guaranty Municipal Corp.** (Plaintiff: *Assured Guar. Mun. Corp. v. GMAC Mortg., LLC et al.*, No. 12-cv-3776 (S.D.N.Y.).)