

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

DONNA MOORE, FRENCHOLA
HOLDEN, and KEITH MCMILLON,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

GMAC MORTGAGE, LLC, GMAC
BANK and CAP RE OF VERMONT,
INC.,

Defendants.

Civil Action No. 2:07-cv-04296-PD

**[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR FINAL
APPROVAL OF CLASS ACTION SETTLEMENT, CERTIFICATION OF
SETTLEMENT CLASS, APPOINTMENT OF CLASS REPRESENTATIVES, AND
APPOINTMENT OF LEAD CLASS COUNSEL AND CLASS COUNSEL**

Upon review and consideration of Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement, Certification of Settlement Class, Appointment of Class Representatives, and Appointment of Lead Class Counsel and Class Counsel, the proposed class action Settlement on the terms in the Parties' Settlement Agreement ("Settlement Agreement") that was fully executed as of December 10, 2013, and previously filed with the Court on December __, 2013, the Final Approval Hearing held on _____, 2014, the memoranda and arguments of counsel, and any objections to the Settlement having been overruled,

IT IS HEREBY ORDERED and adjudged as follows:

1. Except as otherwise defined herein, all capitalized terms used in this Order shall have the same meaning ascribed to them in the Settlement Agreement.
2. Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure ("Rule(s)"), the terms of the Settlement Agreement dated December 10, 2013, relating to the above-captioned

action are hereby finally approved as fair, reasonable, and adequate in light of the factual, legal, practical, and procedural considerations raised by this Action.

3. Solely for the purpose of Settlement in accordance with the Settlement Agreement, and pursuant to Rules 23(a) and (b)(3), this Court hereby finally certifies the following Class:

All persons who obtained residential mortgage loans originated and/or acquired by GMAC Mortgage, GMAC Bank (now known as Ally Bank), and/or their affiliates on or after January 1, 2004, with private mortgage insurance which was reinsured by Cap Re.

4. The Court appoints Named Plaintiffs Donna Moore, Frenchola Holden, and Keith McMillon as representatives of the Class.

5. Pursuant to Rule 23(g), the Court appoints Kessler Topaz Meltzer & Check, LLP; Bramson, Plutzik, Mahler & Birkhaeuser, LLP; Berke, Berke & Berke; and Travis & Calhoun, P.C as Class Counsel. The Court further appoints Kessler Topaz Meltzer & Check, LLP as Lead Class Counsel.

6. The Court finds that, pursuant to Rules 23(a) and (b)(3), in light of the current posture of this case as a class action:

- a. The Class is so numerous that joinder of all members is impracticable.
- b. There are questions of law or fact common to the Class.
- c. The claims of the Named Plaintiffs are typical of the claims of the Class.
- d. Named Plaintiffs and Class Counsel have fairly and adequately protected the interests of the Class and will continue to do so.
- e. The questions of law or fact common to members of the Class, and which are relevant for settlement purposes, predominate over the questions affecting only individual members.

f. Certification of the Class is superior to other available methods for the fair and efficient adjudication of the controversy.

7. After due consideration of the Named Plaintiffs' likelihood of success at trial; the range of the Named Plaintiffs' possible recovery; the point within or below the range of possible recovery at which a settlement is fair, adequate, and reasonable; the complexity, expense, and duration of the Action; the substance and amount of opposition to the Settlement; the state of proceedings at which the Settlement was achieved; and the effect of the Chapter 11 Cases on the potential outcomes of the Action, this Court finds that the Settlement is fair, adequate, and reasonable. In particular, in light of the significant possibility that Defendants could prevail on the merits based on one or more of the defenses pleaded in their Answer or otherwise and the impact of the Chapter 11 Cases, it is clear that the Settlement falls well within the range of settlement terms that would be considered fair, adequate, and reasonable. Accordingly, the Settlement should be and is approved and shall govern all issues regarding the Settlement and all rights of the Parties, including the Class Members. Each Class Member (except those who have excluded themselves from the Class) shall be bound by the terms and provisions of the Settlement Agreement and this Order, including the releases and covenants not to sue set forth in the Settlement Agreement, which are hereby incorporated by reference and become part of the final judgment in this Action.

8. The Settlement Administrator shall cause the Settlement Fund to be disbursed in accordance with the Settlement Agreement. Specifically, within seventy-five (75) days of the Settlement Effective Date, the Settlement Administrator shall cause a check to be mailed to each Participating Class Member as payment under the terms of the Settlement Agreement, as provided therein.

9. Within five (5) business days following the Settlement Effective Date, the Settlement Administrator shall disburse to the Named Plaintiffs the respective compensation specified below as Case Contribution Awards, which the Court finds to be warranted by the activities and leadership undertaken by each of the Named Plaintiffs:

Donna Moore	\$5,000
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Frenchola Holden	\$5,000
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Keith McMillon	\$5,000
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10. The Court having awarded Class Counsel attorneys' fees and costs in the Order Awarding Attorneys' Fees, Litigation Costs, and Case Contribution Awards for the Named Plaintiffs dated _____, 2014 (hereinafter, the "Fee Order"), the Settlement Administrator shall release from the Settlement Fund the amount of the fee and expense awards made in this case, as set forth in the Fee Order, to Lead Class Counsel after the Settlement Effective Date, pursuant to Section 5.5 of the Settlement Agreement. Lead Class Counsel shall disburse such award among Class Counsel as required by the Settlement Agreement.

11. The Settlement Administrator and the Parties, consistent with the terms and deadlines established in the Settlement Agreement, shall prepare the reports and calculations; make any payments, adjustments, or remittances required; and otherwise comply with their respective obligations under Article IV of the Settlement Agreement.

12. Pending Complete Settlement Approval, as defined in the Settlement Agreement, Cap Re shall not (i) dissolve or take any action to cause its dissolution; (ii) cause any dividend or payment (in cash or in kind) to be made to GMAC Mortgage or any affiliate thereof except such usual and customary payments as may be necessary to the conduct of the business of Cap Re in the ordinary course; or (iii) make any unusual payments to any third-party outside the ordinary

course of business except as may be required to comply with applicable law, court order, regulation or regulator request; provided; however, and for the avoidance of doubt, Cap Re, in its sole discretion, shall be entitled to retain and compensate third-party consultants and professionals in connection with the evaluation of strategic business alternatives; provided, further, however, that the foregoing shall not preclude Cap Re in its sole discretion from taking any action to sell or otherwise monetize its assets, which in the reasonable business judgment of its officers and directors is intended to maximize the value thereof, provided Cap Re retains the net proceeds of any such transaction.

13. Cap Re's obligations under paragraph 12 above shall terminate upon Complete Settlement Approval or, thirty (30) days after the termination of the Settlement Agreement according to its terms.

14. All claims against Defendants are hereby dismissed on the merits and with prejudice.

15. Each and every Participating Class Member is permanently barred from bringing, joining, or continuing to prosecute against Defendants any claim that was brought in this Action or otherwise for which a release and covenant not to sue is being given under the Settlement Agreement.

16. This Court hereby retains jurisdiction over all matters relating to the interpretation, implementation, effectuation, and enforcement of the Settlement Agreement. The Court further retains jurisdiction to enforce this Order.

Dated: _____, 2014

The Honorable Paul S. Diamond
United States District Judge