

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

In re:	)	Chapter 11
	)	
Conseco Finance Corp., <i>et al.</i> , <sup>1</sup>	)	Case No. 02-49675
	)	(Jointly Administered)
Debtors.	)	
	)	The Honorable Carol A. Doyle
	)	

**ORDER CORRECTING THE RECORD TO INCLUDE THE ATTACHED,  
CORRECTED VERSION OF THE SETTLEMENT AGREEMENT BY AND BETWEEN  
THE CFC POST-CONSUMMATION ESTATE, GREEN TREE SERVICING LLC AND  
MARTHA BRONSON AS THE AGREEMENT APPROVED BY THIS COURT'S  
MARCH 18, 2010 ORDER [DOCKET NO. 3582]**

On March 10, 2010, the Plan Administrator of the CFC Post-Consummation Estate filed a motion (the "**Motion**") for entry of an Order, pursuant to Rules 2002(a)(3) and 9019 of the Bankruptcy Rules and section 105(a) of title 11 of the Bankruptcy Code, approving the settlement (the "**Agreement**") between the CFC Post-Consummation Estate, Green Tree Servicing LLC ("**Green Tree**") and Martha Bronson ("**Bronson**") [Docket No. 3581]. This Court entered an Order approving the Motion and the Agreement, which was attached to such Motion, on March 18, 2010 [Docket No. 3582] (the "**Approval Order**"). After entry of the Approval Order, it was brought to the attention of counsel to the CFC Post-Consummation Estate by Bronson that counsel to the CFC Post-Consummation Estate had inadvertently attached an old

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<sup>1</sup> The CFC Post-Consummation Estate is the liquidating trust that stands as the successor-in-interest to the Finance Company Debtors, which are comprised of the following entities: (i) Conseco Finance Corp. and Conseco Finance Servicing Corp. (collectively, the "**CFC Debtors**"); (ii) Conseco Finance Corp. - Alabama, Conseco Finance Credit Corp., Conseco Finance Consumer Discount Company, Conseco Finance Canada Holding Company, Conseco Finance Canada Company, Conseco Finance Loan Company, Rice Park Properties Corporation, Landmark Manufactured Housing, Inc., Conseco Finance Net Interest Margin Finance Corp. I, Conseco Finance Net Interest Margin Finance Corp. II, Green Tree Financial Corp. - Two, Conseco Agency of Nevada, Inc., Conseco Agency of New York, Inc., Green Tree Floorplan Funding Corp., Conseco Agency, Inc., Conseco Agency of Alabama, Inc., Conseco Agency of Kentucky, Inc., and Crum-Reed General Agency, Inc. (collectively, the "**CFC Subsidiary Debtors**"); (iii) Green Tree Finance Corp. - Five and Green Tree Residual Finance Corp. I (collectively, the "**New Debtors**"); and (iv) Conseco Finance Credit Card Funding Corp. (collectively with the CFC Debtors, the CFC Subsidiary Debtors and the New Debtors, the "**Finance Company Debtors**").

version of the Agreement to the Motion (the “**Old Agreement**”) and the Old Agreement was thereby approved by the Approval Order. Based upon the foregoing and solely for purposes of correcting the record to ensure that the record includes and reflects the correct version of the Agreement, it is hereby:

ORDERED that upon entry of this Order, the Old Agreement attached as Exhibit A to the Motion shall be deemed replaced with the corrected, final version of the Agreement, which is attached hereto as Exhibit A (the “**Replacement Agreement**”). Therefore, such Replacement Agreement shall be deemed the Agreement approved by the Approval Order and the record shall be deemed so corrected; and it is further

ORDERED that the Initial Order is final and remains in full force and effect; and it is further

ORDERED that the Court shall retain jurisdiction over any and all disputes arising or otherwise relating to the construction, performance and enforcement of the terms and conditions of the Approval Order or this Order; and it is further

ORDERED that no notice or hearing is required for purposes of this Order.

Dated: \_\_\_\_\_

April 8, 2010

  
\_\_\_\_\_  
THE HONORABLE CAROL A. DOYLE  
UNITED STATES BANKRUPTCY JUDGE

## **EXHIBIT A**

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### SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereafter "Agreement") is entered into by the Post-Consummation Estate for the Finance Company Debtors (the "CFC Estate"), Green Tree Servicing, LLC ("Green Tree") and Martha Bronson ("Bronson"). In this Agreement, the term "Parties" shall mean the CFC Estate, Green Tree and Bronson, collectively. The term "Party" shall refer, interchangeably, to each of the Parties. The Agreement is effective as of March 4, 2010.

### RECITALS

A. **Agreements.** Bronson has entered into various agreements as follows:

1. Note dated July 7, 1994 in the principal amount of \$28,534.59 (the "1994 Note") executed by Bronson in favor of Green Tree Financial Corp. and secured by the real property located at 1224 Newcastle Ct., Tracy, CA 95376 (the "Real Property"). The current principal balance owing under the 1994 Note is \$17,479.43.

2. Deed of Trust dated July 7, 1994 executed by Bronson in favor of Green Tree Financial Corp. creating a lien on the Real Property and recorded in the San Joaquin County Recorder's Office on September 2, 1994 (the "1994 Deed of Trust").

3. Note dated May 21, 1999 in the principal amount of \$21,200.00 (the "1999 Note") executed by Bronson in favor of Green Tree Financial Servicing Corporation and secured by the Real Property. The current principal balance owing under the 1999 Note is \$19,733.26.

4. Deed of Trust dated May 21, 1999 executed by Bronson in favor of Green Tree Financial Servicing Corporation creating a lien on the Real Property and recorded in the San Joaquin County Recorder's Office on May 28, 1999 (the "1999 Deed of Trust").

B. **Past and Pending Actions.**

1. On March 5, 2003, Bronson initiated suit against Conseco Financing Services, Inc. and Fidelity National Title Company by filing a complaint for Damages, Rescission and Injunctive Relief with the Superior Court for the State of California in and for the County of San Joaquin ("State Court"), Case No. CV013390. Bronson filed an amended complaint with the State Court on March 7, 2003 and named additional defendants, Venae Valdez, Alex Gomez, Randy Lake, CFN Investment Holdings, Fortress Investment Group, Wesley R. Edens, and Green Tree Financial. Subsequently, the case was removed to the

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United States District Court for the Eastern District of California, Sacramento Division ("District Court") as Case No. 2:03-CV-01611-JAM-EFB. On October 30, 2003, Bronson stipulated to dismiss Wesley R. Edens and Fortress Investment Group with prejudice. On April 30, 2004, Bronson filed a Second Amended Complaint eliminating Alex Gomez as a defendant. On September 27, 2004, Bronson dismissed Fidelity National Title Company with prejudice. On March 29, 2005, the Court granted partial summary judgment against Bronson as to all claims asserted by Bronson against Green Tree Investment Holdings, LLC (fka CFN Investment Holdings, LLC) and Green Tree Servicing LLC. On June 15, 2007, Bronson filed a Third Amended Complaint asserting a variety of claims associated with the 1994 Note and the 1999 Note against Green Tree Financial Servicing Corp., Green Tree Investment Holdings, LLC, Elvia Bouche, Fortress Investment Group, LLC, Fortress Trust II, Green Tree HE/HH Borrowers, LLC, Green Tree Servicing, LLC, Specialized, Inc., US Bank Trust National Association, US Bank National Association, Vena Valdez, and Randy Lake. On February 14, 2008, Bronson stipulated to dismiss Elvia Bouche and Specialized, Inc. with prejudice. On March 4, 2009, the Court granted a motion dismissing all claims against all remaining defendants with prejudice. On March 4, 2009, the Court issued Judgment in favor of the remaining defendants ("Judgment"). The Judgment in the District Court in Case No. 2:03-CV-01611-JAM-EFB entitled *Bronson v. Green Tree Servicing, LLC, et al.*, is now final (the "California District Court Action").

2. On December 17, 2002, Consec Financial Corporation and several related entities (the "CFC Debtors") filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court for the Northern District of Illinois (the "Illinois Bankruptcy Court"), jointly administered under Case No. 02-B-49672. Subsequently, on February 3, 2003, June 2, 2003 and June 24, 2003, additional entities related to the CFC Debtors filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code (the "Additional Debtors" and together, with the CFC Debtors, the "Finance Company Debtors").

3. The Finance Company Debtors confirmed a Chapter 11 Plan on September 9, 2003. The confirmed Plan established the CFC Estate. On October 10, 2003, Bronson filed two Proofs of Claims in the amount of \$150,000 each (collectively the "Bankruptcy Claim"). The CFC Estate objected to the Bankruptcy Claim on December 16, 2003 and the Illinois Bankruptcy Court sustained the objection disallowing the Bankruptcy Claim in its entirety. Bronson moved for reconsideration of the disallowance of the Bankruptcy Claim pursuant to Bankruptcy Rule 3008. After an evidentiary hearing, the Illinois Bankruptcy Court denied Bronson's motion. Bronson has appealed this decision where it is currently pending in the United States District Court for the Northern District of Illinois as Case No. 09-CV-5762, entitled *In re: Consec Finance Corp., et al.*, (the "Illinois District Court Action").

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4. On August 27, 2009, Bronson filed for relief under Chapter 13 of the Bankruptcy Code in the Bankruptcy Court for the Eastern District of California, Sacramento Division (the "California Bankruptcy Court") as Case No. 09-38254-A-13G. This case was dismissed by Court order entered December 8, 2009.

5. On December 4, 2009, Bronson filed a second petition for relief under Chapter 13 of the Bankruptcy Code in the California Bankruptcy Court as Case No. 09-46592-D-13G ("Bronson's Bankruptcy Case"). On January 26, 2010, Green Tree filed a Proof of Claim asserting a secured claim in the amount of \$17,479.43 with respect to the 1994 Note and 1994 Deed of Trust ("1994 Trust Deed Claim"). On January 26, 2010, Green Tree filed a Proof of Claim asserting a secured claim in the amount of \$131,274.89 (which includes accrued attorneys' fees and costs in excess of \$90,660.58) with respect to the 1999 Note and 1999 Deed of Trust ("1999 Trust Deed Claim"). Bronson's Bankruptcy Case is open and pending.

6. On December 31, 2009, Bronson filed an adversary proceeding against Green Tree Financial Corporation, Green Tree Financial Servicing Corporation, Green Tree Servicing, LLC, Green Tree Investment Holdings, LLC, Venae Valdez, Randy Lake, US Bank Trust National Association, US Bank National Association, Green Tree HE/HE Borrowers, LLC, Seaside Trustee, Inc., and Jessica Weber. This suit is now pending in the California Bankruptcy Court as Case No. 09-02831-D entitled, *Bronson v. Green Tree Servicing, LLC, et al.* (the "Adversary Proceeding").

7. Green Tree has initiated a non-judicial foreclosure of the Real Property pursuant to the 1999 Deed of Trust ("Foreclosure Action").

C. **Settlement.** The Parties desire to resolve all claims, defenses and disputes between them. In consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the Parties agree to resolve all of the disputes between them.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**AGREEMENT**

1. **Incorporation of Recitals.** Each of the above recitals is incorporated herein and deemed to be the agreement of the CFC Estate, Green Tree and Bronson, and is relied upon by each Party in agreeing to the terms of this Agreement.

2. **Settlement Payment.** Within ten (10) days of (i) execution of this Agreement and all documents necessary to consummate this Agreement and (ii) approval

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of this Agreement by the Illinois Bankruptcy Court, the CFC Estate, on behalf of Bronson, agrees to deliver a check or wire transfer to counsel for Green Tree in the total amount of Fifty One Thousand and Six Dollars and Thirty-One Cents (\$51,006.31), representing the aggregate of (i) all amounts due and owing under the 1999 Loan and (ii) attorneys' fees of \$10,000.00, which Green Tree will apply in full satisfaction of the 1999 Trust Deed Claim.

3. **Performance/Conditions Required for Settlement.** In addition to the Settlement Payment described above, to resolve all disputes between Bronson on the one hand, and the CFC Estate and Green Tree, on the other hand, the Parties agree to deliver signed copies of this Agreement, and the exhibits attached hereto, by no later than 5:00 p.m. (Eastern standard time) on March 4, 2010 and to further perform as follows:

(a) Contemporaneously with the execution of this Agreement, Bronson shall execute a Stipulation for Dismissal of Appeal with Prejudice in the form of attached Exhibit A and deliver such executed Stipulation to counsel for the CFC Estate by no later than 5:00 p.m. (Eastern standard time) on March 4, 2010. Counsel for the CFC Estate shall hold such Stipulation in escrow and shall not file the Stipulation for Dismissal of Appeal with Prejudice with the District Court in the Illinois District Court Action until the Illinois Bankruptcy Court has entered an order approving this Agreement and Settlement Payment has been made.

(b) Contemporaneously with the execution of this Agreement, Bronson shall execute a Stipulation for Dismissal of Adversary Proceeding with Prejudice in the form of attached Exhibit B and deliver such executed Stipulation to counsel for Green Tree by no later than 5:00 p.m. (Eastern standard time) on March 4, 2010. Counsel for Green Tree shall hold such Stipulation in escrow and shall not file the Stipulation for Dismissal of Adversary Proceeding with Prejudice with the California Bankruptcy Court in the Adversary Proceeding until the Illinois Bankruptcy Court has entered an order approving this Agreement and Settlement Payment has been received.

(c) Upon execution of this Agreement and the exhibits attached hereto, Bronson shall dismiss Bronson's Bankruptcy Case, so long as Green Tree records a Notice of Recission as contemplated in subparagraph (d) below.

(d) Within ten (10) days of the execution of this Agreement and all documents necessary to consummate this Agreement including receipt of the Settlement Payment, Green Tree shall rescind the Foreclosure Action.

(e) Within ten (10) days of the execution of this Agreement and all documents necessary to consummate this Agreement including receipt of the Settlement Payment, Green Tree shall reconvey the 1999 Deed of Trust and mark the 1999 Note as "paid."

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(f) It is explicitly acknowledged and agreed that Bronson shall remain obligated on the 1994 Note and 1994 Deed of Trust and within ten (10) days of the execution of this Agreement and all documents necessary to consummate this Agreement, Bronson shall reinstate the 1994 Note.

**4. Release of Claims by Bronson.**

(a) Bronson, for herself individually and her heirs, agents, affiliates, successors and assigns (each a "Releasing Party" and collectively, the "Releasing Parties"), release and forever discharge the Finance Company Debtors, the CFC Estate, Bridge Associates, LLC, in its capacity as the plan administrator for the Finance Company Debtors (the "Plan Administrator"), and Green Tree, together with their respective representatives, affiliates, successors, assigns, their respective current or former officers, directors, officials, employees, agents, attorneys, subsidiaries, representatives, affiliates, parents, shareholders, members, divisions, units, branches, predecessors, acquirers, and administrators (each a "Released Party" and collectively the "Released Parties"), and each of them, from, any and all claims, debts, liabilities, actions, causes of action, claims for relief, demands, rights, damages, costs, loss, injury to goodwill or reputation, expenses and rights to any compensation whatsoever, of whatever kind or nature, under any theory, whether such claims are known or unknown, suspected or unsuspected, as of the effective date of this Agreement, including but not limited to those which are based on, or arise out of, or relate to any of the relations between or among the Releasing Parties and the Released Parties, the contracts identified in the Recitals hereto, and the allegations and defenses in the Illinois District Court Action and Adversary Proceeding that the Releasing Parties might have against any of the Released Parties. The Release extends to any claims that any Releasing Party might have against the Released Parties because of anything done, omitted to be done, allowed to be done, including, without limitation, any settlement negotiations and also including, without limitation, any damages and the consequences thereof resulting or to result from the events described, referred to or inferred in this paragraph (the "Released Matters"). Each of the Releasing Parties further agrees never to commence, aid, or participate in (except to the extent required by order or legal process issued by a court or governmental agency of competent jurisdiction) any legal action or other proceeding based in whole or in part upon the foregoing.

(b) It is the intention of the Releasing Parties that this Agreement shall be effective as a full and final release of each and every claim, obligation and matter included within the claims released herein. In furtherance of this intention, Releasing Parties hereby expressly waive the provisions of California Civil Code section 1542 or any similar state or federal law, which provides that:



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**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

(c) The Releasing Parties acknowledge, warrant and represent that the effective import of this provision has been fully explained to them by their attorneys, and specifically waive and relinquish any right or benefit which they may have under any law similar to California Civil Code section 1542 to the full extent they may lawfully waive such right or benefit. In connection with such waiver and relinquishment, Releasing Parties acknowledge that they fully understand that they may later discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of this Agreement, but that it is their intention to fully, finally and forever release the claims, released, known or unknown, suspected or unsuspected, which now exist, may exist in the future or have existed, and that in furtherance of such intention, the release given herein shall be and remain in effect as a full and complete release of the matters released herein, notwithstanding the discovery or existence of any such additional or different facts.

(d) Each Party acknowledges that he, she, or it understands that the release contained in this Agreement is an essential and material requirement hereof and that the other Parties would not have entered into the Agreement absent the release contained herein. The Parties understand that the agreements contained herein are intended to be in full satisfaction of any alleged injuries or damages in connection with the Released Matters. Each Releasing Party represents and warrants that no Releasing Party has purported to convey, transfer or assign any right, title or interest in any Released Matter to any other person or entity and that the foregoing constitutes a full and complete release of the Released Matters. Each Party also understands that this release shall apply to all unknown or unanticipated results of the transactions and occurrences described above, as well as those known and anticipated. Each Party has been afforded the opportunity to consult with and did consult with, legal counsel prior to signing this release and each Party executes such release voluntarily, with the intention of fully and finally extinguishing all Released Matters.

5. **Future Claims and Defenses Are Barred.** Bronson agrees that this Agreement is intended to bar by operation of res judicata and contractual agreement any and all claims or defenses that could have been brought in asserting or opposing a claim against the Finance Company Debtors, the CFC Estate and/or Green Tree, or that could have been brought in any litigation, whether by way of affirmative defense, permissive counterclaim or mandatory counterclaim.

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6. **Notice.** All written notices or demands of any kind that either Party hereto may be required or may desire to serve on the other Party hereto in connection with this Agreement shall be served (as an alternative to personal service) by (1) email and (2) by overnight mail service, with postage thereon fully prepaid as follows:

Martha Bronson, Esq.  
15 West 8<sup>th</sup> Street, Suite A  
Tracy, CA 95376  
Tel: (209) 830-0400  
mslawyer@thelaw.bz

Nancy A. Peterman  
Greenberg Traurig, LLP  
Attorneys for the Conseco Finance Corporation Post Confirmation Estate  
77 West Wacker Drive, Suite 3100  
Chicago, IL 60601  
Tel: (312) 456-8410  
petermann@gtlaw.com

Donald H. Cram, III  
Severson & Werson, a Professional Corporation  
Attorneys for Green Tree Servicing, LLC  
One Embarcadero Center, 26<sup>th</sup> Floor  
San Francisco, CA 94111  
Tel: (415) 398-3344  
dhc@severson.com

7. **Attorneys' Fees and Costs.** Except as otherwise provided in this Agreement, the Parties shall each bear their own attorneys' fees and costs incurred in connection with all actions set forth above.

8. **Warranty and Indemnity.** Each Party hereto warrants that he, she or it has not, prior to the execution of this Agreement, assigned to any other person or entity any of the claims being settled, released, and/or waived by the terms of this Agreement. If any person or entity not a Party to this Agreement hereafter makes any claim against a Party hereto, and such claim was one of the Released Matters and arises as a result of any assignment or transfer of the rights of any Party hereto, then such Party through whom that third party's claim is made agrees to hold harmless and indemnify the other Parties to this Agreement against any and all losses, costs, expenses, attorneys' fees, obligations or other liability arising out of or relating to any such claims asserted by any such third party as a result of such assignment or transfer.

9. **Construction.** This Agreement shall not be construed more strictly against one Party than against the other by virtue of the fact that the Agreement may have been drafted or prepared by counsel for one of the Parties, it being recognized that all

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Parties to this Agreement have contributed substantially and materially to the preparation of this Agreement.

10. **Independent Advice.** The Parties each acknowledge that they have consulted with their counsel as they deemed necessary in connection with the negotiation, execution and delivery of this Agreement. The Parties represent and warrant that, in entering into this Agreement, they have relied on their own investigation and on the investigation and advice of their respective attorneys and have not relied on any statement, representation or commitment of any kind made by any other Party, or by the other Parties' representatives, successors, assignees, heirs, officers, directors, shareholders, employees, agents, or attorneys.

11. **Binding Effect.** This Agreement shall be binding upon the Parties' legal representatives, agents, past, present and future employees, shareholders, affiliates, parent corporations, subsidiaries, directors, officers, assigns and successors.

12. **Governing Law.** This Agreement and the rights and obligations of the Parties shall be governed by the substantive and procedural law of the State of California.

13. **No Third-Party Beneficiaries.** No provision of this Agreement is intended or shall be interpreted to provide or create any rights of any kind in any third party, including without limitation any rights as a third-party beneficiary.

14. **Modification of Terms.** The Parties understand and agree that this Agreement may not be altered, amended, modified or otherwise changed in any respect except in writing duly executed by all Parties to this Agreement

15. **Confidentiality of Settlement.** The Parties and their counsel agree that they will not disclose the terms, provisions, negotiations, and financial information leading to, contained in, or related to this Agreement, specifically or generally, except to the extent (a) required by order or legal process issued by a court or governmental agency of competent jurisdiction, (b) reasonably believed necessary to comply with applicable law or regulations, (c) reasonably necessary to carry out the obligations set forth in this Agreement, or (d) to respond to requests by the Parties' attorneys, accountants, auditors and other financial professionals; it being understood and agreed, however, that the CFC Estate will submit this Agreement to the Illinois Bankruptcy Court for approval in the bankruptcy case known as *In re: Consec Finance Corp., et al.*, jointly administered under Case No. 02-B-49672, and that such submission does not violate this provision.

16. **No Admission of Liability.** It is understood that this Agreement is a compromise of disputed claims, that the payment or acceptance of any sums is not construed as an admission of liability or any other obligation on the part of any Party, and each Party hereby denies any liability and enters into this Agreement to avoid the cost, expense and uncertainty of litigation. Neither the fact of this settlement nor the Parties' willingness to enter into this settlement shall be referred to or used against any Party in

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this or any subsequent action, except for the limited purpose of enforcing the terms of this Agreement.

17. **Enforcement of Agreement.** Should it become necessary for any Party to this Agreement to commence a legal proceeding for the purpose of enforcing the terms of this Agreement, that Party shall be entitled to recover its attorneys' fees and costs in connection with that action, and the Parties stipulate that the United States District Court for the Eastern District of California, shall retain jurisdiction to enforce the terms of the Agreement.

18. **Execution in Counterparts.** This Agreement may be executed and delivered in two or more counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts together shall constitute but one and the same instrument and Agreement. Executed signature pages for this Agreement and the exhibits attached hereto delivered by telecopier or by an e-mail which contains a portable document format (.pdf) file of an executed signature page shall be binding as original signatures.

The Parties have duly authorized and caused this Agreement to be executed as follows:

THE PARTIES

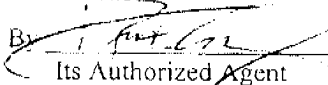
  
MARTHA BRONSON 3.4.10

THE POST-CONFIRMATION ESTATE  
OF THE FINANCE COMPANY  
DEBTORS

By   
Its Authorized Agent

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GREEN TREE SERVICING, LLC

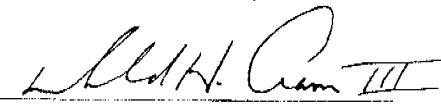
By   
Its Authorized Agent

APPROVED AS TO FORM AND CONTENT

GREENBERG TRAURIG, LLP

By \_\_\_\_\_  
Nancy A. Peterman, Esq.  
Attorneys for THE POST-  
CONFIRMATION ESTATE OF THE  
FINANCE COMPANY DEBTORS

SEVERSON & WERSON, P.C.

By   
Donald H. Cram, III, Esq.  
Attorneys for GREEN TREE SERVICING,  
LLC

BRONSON & ASSOCIATES

By \_\_\_\_\_  
Martha Bronson, Esq.

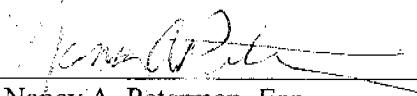
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GREEN TREE SERVICING, LLC

By \_\_\_\_\_  
Its Authorized Agent

APPROVED AS TO FORM AND CONTENT

GREENBERG TRAURIG, LLP

By  \_\_\_\_\_  
Nancy A. Peterman, Esq.  
Attorneys for THE POST-  
CONFIRMATION ESTATE OF THE  
FINANCE COMPANY DEBTORS

SEVERSON & WERSON, P.C.

By \_\_\_\_\_  
Donald H. Cram, III, Esq.  
Attorneys for GREEN TREE SERVICING,  
LLC

BRONSON & ASSOCIATES

By \_\_\_\_\_  
Martha Bronson, Esq.

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GREEN TREE SERVICING, LLC

By \_\_\_\_\_  
Its Authorized Agent

APPROVED AS TO FORM AND CONTENT

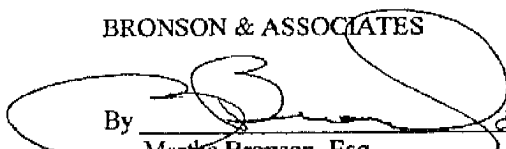
GREENBERG TRAURIG, LLP

By \_\_\_\_\_  
Nancy A. Peterman, Esq.  
Attorneys for THE POST-  
CONFIRMATION ESTATE OF THE  
FINANCE COMPANY DEBTORS

SEVERSON & WERSON, P.C.

By \_\_\_\_\_  
Donald H. Cram, III, Esq.  
Attorneys for GREEN TREE SERVICING,  
LLC

BRONSON & ASSOCIATES

By  \_\_\_\_\_ 2.4.10  
Martha Bronson, Esq.

## **EXHIBIT A**



IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS

In re:	)	Case No. 09-cv-5762
	)	
Conseco Finance Corp., <i>et al.</i> <sup>1</sup>	)	Honorable John F. Grady
	)	
Debtors.	)	
	)	

**STIPULATION AND ORDER OF DISMISSAL WITH PREJUDICE**

THIS MATTER COMING BEFORE THE COURT on the parties' stipulation pursuant to their agreement to settle this matter, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED THAT Martha Bronson's appeal of Judge Pamela S. Hollis' orders (pursuant to her Notice of Appeal dated August 3, 2009 (Bankr. Case No. 02-49675, Docket No. 3529)) is hereby dismissed with prejudice, with the parties to bear their own attorneys' fees and costs.

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The Honorable John F. Grady  
United States District Judge

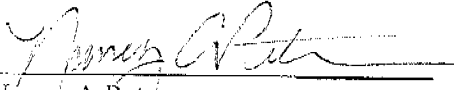
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<sup>1</sup> The CFC Post-Consummation Estate is the liquidating trust that stands as the successor-in-interest to the Finance Company Debtors, which are comprised of the following entities: (i) Conseco Finance Corp. and Conseco Finance Servicing Corp. (collectively, the "CFC Debtors"), (ii) Conseco Finance Corp. - Alabama, Conseco Finance Credit Corp., Conseco Finance Consumer Discount Company, Conseco Finance Canada Holding Company, Conseco Finance Canada Company, Conseco Finance Loan Company, Rice Park Properties Corporation, Landmark Manufactured Housing, Inc., Conseco Finance Net Interest Margin Finance Corp. I, Conseco Finance Net Interest Margin Finance Corp. II, Green Tree Financial Corp. - Two, Conseco Agency of Nevada, Inc., Conseco Agency of New York, Inc., Green Tree Floorplan Funding Corp., Conseco Agency, Inc., Conseco Agency of Alabama, Inc., Conseco Agency of Kentucky, Inc., and Crum-Reed General Agency, Inc. (collectively, the "CFC Subsidiary Debtors"), (iii) Green Tree Finance Corp. - Five and Green Tree Residual Finance Corp. I (collectively, the "New Debtors"), and (iv) Conseco Finance Credit Card Funding Corp. (collectively with the CFC Debtors, the CFC Subsidiary Debtors and the New Debtors, the "Finance Company Debtors").

The foregoing is consented, agreed and stipulated to pursuant to the parties' settlement agreement this \_\_\_\_ day of March, 2010 by the following parties:

PLAN ADMINISTRATOR, ON BEHALF OF  
THE CFC POST-CONSUMMATION ESTATE

MARTHA BRONSON

By:   
Nancy A. Peterman

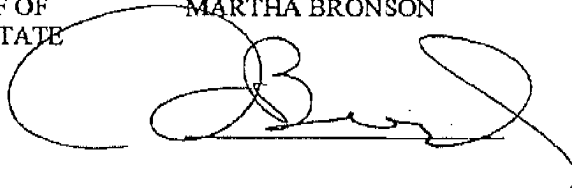
Nancy A. Peterman (ARDC No. 6208120)  
Jeffrey S. Torosian (ARDC No. 6216956)  
GREENBERG TRAURIG, LLP  
77 West Wacker Drive, Suite 3100  
Chicago, Illinois 60601  
Telephone: (312) 456-8400  
Facsimile: (312) 456-8435  
Email: petermann@gtlaw.com  
torosianj@gtlaw.com

The foregoing is consented, agreed and stipulated to pursuant to the parties' settlement agreement this 4 day of March, 2010 by the following parties:

PLAN ADMINISTRATOR, ON BEHALF OF  
THE CFC POST-CONSUMMATION ESTATE

MARTHA BRONSON

By: \_\_\_\_\_  
Nancy A. Peterman

A large, stylized handwritten signature in black ink, likely belonging to Martha Bronson, is written over a horizontal line.

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## **EXHIBIT B**

2

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6 Attorneys for Defendants  
7 GREEN TREE FINANCIAL CORPORATION, GREEN TREE FINANCIAL SERVICING,  
LLC, GREEN TREE INVESTMENT HOLDINGS, LLC (FKA CFN INVESTMENT  
8 HOLDINGS, LLC), VENAE VALEZ, RANDY LAKE, US BANK TRUST NATIONAL  
ASSOCIATION, US BANK NATIONAL ASSOCIATION, GREEN TREE HE/II  
9 BORROWERS, LLC, AND JESSICA WEBER

10 UNITED STATES BANKRUPTCY COURT

11 EASTERN DISTRICT

12 SACRAMENTO DIVISION

13 In re:

14 MARTHA BRONSON,  
15 Debtor,

16  
17 MARTHA BRONSON,  
18 Plaintiff,

19 vs.

20 GREEN TREE FINANCIAL  
CORPORATION, GREEN TREE  
21 FINANCIAL SERVICING, LLC, GREEN  
TREE INVESTMENT HOLDINGS, LLC  
22 (FKA CFN INVESTMENT HOLDINGS,  
LLC), VENAE VALEZ, RANDY LAKE, US  
23 BANK TRUST NATIONAL ASSOCIATION,  
US BANK NATIONAL ASSOCIATION,  
24 GREEN TREE HE/II BORROWERS, LLC,  
SEASIDE TRUSTEE, INC., JESSICA  
25 WEBER,

26 Defendants.  
27  
28

Case No.: 09-46592

Chapter 13

Adv. Case No.: 09-02831

DC No. SW-1

Hearing Date:

Time:

Judge: Hon. Robert S. Barwil  
Court: Dept. D, Courtroom 34  
501 I Street, 6th Floor  
Sacramento, CA

**STIPULATION FOR DISMISSAL OF ADVERSARY PROCEEDING  
WITH PREJUDICE**

Defendants, Green Tree Financial Corporation, Green Tree Financial Servicing, LLC, Green Tree Investment Holdings, LLC (fka CFN Investment Holdings, LLC), Venae Valez, Randy Lake, US Bank Trust National Association, US Bank National Association, and Green Tree HE/HI Borrowers, LLC (collectively "Defendants" or "Green Tree"), and Plaintiff, Martha Bronson ("Plaintiff"), having resolved and settled their disputes in the above captioned matter and pursuant to Rule 41(a) of the Federal Rule of Civil Procedure as incorporated by Bankruptcy Rule 7041 hereby stipulate and request the Court enter an order as follows:

IT IS HEREBY STIPULATED, that the Plaintiff hereby dismisses the above captioned adversary proceeding with prejudice as to all Defendants and each party to this stipulation for dismissal with prejudice shall bear its own attorneys fees and costs incurred herein.

SO STIPULATED:

DATED: March , 2010

\_\_\_\_\_  
MARTHA BRONSON  
Plaintiff

DATED: March , 2010

SEVERSON & WERSON  
A Professional Corporation

By: \_\_\_\_\_  
Donald H. Cram, III

Attorneys for Defendant  
GREEN TREE SERVICING, LLC