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13 **UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

14 In re COUNTRYWIDE FINANCIAL
CORP. MORTGAGE-BACKED
15 SECURITIES LITIGATION
16
17 FEDERAL HOUSING FINANCE
AGENCY, AS CONSERVATOR FOR
18 THE FEDERAL NATIONAL
MORTGAGE ASSOCIATION AND
19 THE FEDERAL HOME LOAN
MORTGAGE CORPORATION,
20
Plaintiff,
21
vs.
22 COUNTRYWIDE FINANCIAL
CORPORATION, *et al.*,
23
Defendants.
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Case No. 11-ML-02265-MRP (MANx)

Case No. 12-CV-01059-MRP (MANx)

**ORDER OF VOLUNTARY
DISMISSAL WITH PREJUDICE
AND BAR ORDER**

25 WHEREAS, the Court has been informed that Plaintiff Federal Housing
26 Finance Agency (“FHFA”) and Defendant UBS Securities LLC (“UBS Securities”)
27 (together, the “Settling Parties”) have reached a settlement and entered into a
28

1 Settlement Agreement in connection with the above-captioned action (the
2 “Action”); and

3 WHEREAS, the Settling Parties have moved this Court for entry of an order
4 of voluntary dismissal pursuant to Fed. R. Civ. P. 41(a)(2) dismissing the Action,
5 and all claims therein, as against UBS Securities only, with prejudice and without
6 costs, and providing for an order barring claims by the remaining, non-settling
7 defendants in this Action and any other alleged joint tortfeasors for contribution or
8 indemnity; and

9 WHEREAS, for good cause shown, and upon due consideration of the
10 Settling Parties’ motion for entry of this Order of Voluntary Dismissal with
11 Prejudice and Bar Order;

12 IT IS ORDERED that the amended complaint in this Action, served on or
13 about June 29, 2012, and all claims contained therein, is hereby dismissed with
14 prejudice and without costs as against UBS Securities only;

15 IT IS ORDERED that (a) Countrywide Financial Corporation; Countrywide
16 Home Loans, Inc.; Countrywide Capital Markets, LLC; Countrywide Securities
17 Corporation; CWALT, Inc.; CWABS, Inc.; CWMBS, Inc.; Bank of America
18 Corporation; Bank of America, N.A.; NB Holdings Corporation; Banc of America
19 Securities LLC; CitiGroup Global Markets, Inc.; Deutsche Bank Securities, Inc.;
20 RBS Securities, Inc.; N. Joshua Adler; Ranjit Kripalani; Stanford Kurland; Jennifer
21 S. Sandefur; Eric Sieracki; and David A. Spector, (b) any other person or entity later
22 named as a defendant in this Action, and (c) any other person or entity that becomes
23 liable to Plaintiff, to any current non-settling defendant in this Action, or to any
24 other alleged tortfeasor, by reason of judgment or settlement, for any claims that are
25 or could have been asserted in this Action or that arise out of or relate to the claims
26 asserted in this Action (collectively, the “Non-Settling Defendants”), are hereby
27 permanently BARRED, ENJOINED and RESTRAINED from commencing,
28 prosecuting, or asserting any claim for contribution or indemnity (whether styled as

1 a claim for contribution, indemnity or otherwise) against UBS Securities, its present
2 and former parents, subsidiaries, divisions and affiliates, the present and former
3 partners, employees, officers and directors of each of them, the present and former
4 attorneys, accountants, insurers (but not affecting any obligation owed to UBS
5 Securities by any insurer), and agents of each of them, and the predecessors, heirs,
6 successors and assigns of each (collectively, the “Settling Defendant”), that seeks to
7 recover from the Settling Defendant any part of any judgment entered against the
8 Non-Settling Defendants and/or any settlement reached with any of the Non-Settling
9 Defendants, in connection with any claims that are or could have been asserted
10 against the Non-Settling Defendants in this Action or that arise out of or relate to
11 any claims that are or could have been asserted in this Action, whether arising under
12 state, federal, or foreign law as claims, cross-claims, counterclaims, or third-party
13 claims, whether asserted in this Action, in any federal or state court, or in any other
14 court, arbitration proceeding, administrative agency, or other forum in the United
15 States or elsewhere;

16 IT IS FURTHER ORDERED that UBS Securities is hereby permanently
17 BARRED, ENJOINED AND RESTRAINED from commencing, prosecuting, or
18 asserting any claim for contribution or indemnity (whether styled as a claim for
19 contribution, indemnity or otherwise) against any of the Non-Settling Defendants
20 that seeks to recover any part of the settlement payment to be made by UBS
21 Securities to Plaintiff in connection with the settlement of this Action, whether
22 arising under state, federal, or foreign law as claims, cross-claims, counterclaims, or
23 third-party claims, whether asserted in this Action, in any federal or state court, or in
24 any other court, arbitration proceeding, administrative agency, or other forum in the
25 United States;

26 IT IS FURTHER ORDERED that the Plaintiff shall provide any Non-Settling
27 Defendant against which it obtains a judgment on claims related to the CWALT
28 2005-63, CWALT 2006-23CB, or CWL 2006-11 securitization a judgment credit in

1 an amount that is the greater of a) the amount of Plaintiff's settlement with UBS
2 Securities in this Action allocated to the relevant security, as reflected on the
3 confidential schedule attached to the Settling Parties' settlement agreement as
4 Confidential Exhibit G (the "Confidential Schedule"), or b) for each such claim,
5 state or federal, on which contribution or indemnity is available, the proportionate
6 share of UBS Securities' fault as proven at trial;

7 IT IS FURTHER ORDERED that the Confidential Schedule shall not be
8 disclosed, except as described below, directly or indirectly, to any person other than
9 to a court of competent jurisdiction and necessary court personnel;

10 IT IS FURTHER ORDERED that, upon entry of a pre-trial order (i) in this
11 Action, or (ii) in any other action involving a claim or claims against a Non-Settling
12 Defendant that may give rise to a claim against the Settling Defendant that would be
13 barred by this Order, the Confidential Schedule may be disclosed to:

- 14 a. the following parties named in the Action: Countrywide
15 Financial Corporation; Countrywide Home Loans, Inc.;
16 Countrywide Capital Markets, LLC; Countrywide Securities
17 Corporation; CWALT, Inc.; CWABS, Inc.; CWMBS, Inc.; Bank
18 of America Corporation; and Bank of America, N.A., as well as
19 any party against whom Plaintiff or another Non-Settling
20 Defendant subsequently brings claims in connection with the
21 CWALT 2005-63, CWALT 2006-23CB, or CWL 2006-11
22 securitizations (together, the "Authorized Parties");
- 23 b. the Authorized Parties' attorneys and partners, associates and
24 employees of the attorneys' law firms;
- 25 c. in-house attorneys for the Authorized Parties, regular employees
26 of the in-house legal department of the Authorized Parties, and
27 necessary management personnel for the Authorized Parties;
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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

In re COUNTRYWIDE FINANCIAL
CORP. MORTGAGE-BACKED
SECURITIES LITIGATION

Case No. 11-ML-02265-MRP (MANx)

FEDERAL HOUSING FINANCE
AGENCY, AS CONSERVATOR FOR
THE FEDERAL NATIONAL
MORTGAGE ASSOCIATION AND
THE FEDERAL HOME LOAN
MORTGAGE CORPORATION,

Case No. 12-CV-01059-MRP (MANx)

Plaintiff,

vs.

COUNTRYWIDE FINANCIAL
CORPORATION, *et al.*,

Defendants.

EXHIBIT

Agreement to Be Bound by Confidentiality Provisions in Order

The undersigned counsel of an Authorized Party acknowledges having reviewed the terms and conditions regarding disclosure of the Confidential Schedule set forth in the Order of Voluntary Dismissal with Prejudice and Bar Order dated August __, 2013. By signing below, I agree that my client and I will be bound by the terms and conditions of the Order of Voluntary Dismissal with Prejudice and Bar Order with respect to the information contained on the Confidential Schedule.

(Signature)

(Printed Name)

(Name of Authorized Party)

(Date)