

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

Case No. 1:14-cv-20880-UU  
Judge: Hon. Ursula Ungaro

RICHARD THORPE and DARREL  
WEISHEIT, Individually and on Behalf of All  
Others Similarly Situated,

Plaintiffs,

v.

WALTER INVESTMENT MANAGEMENT  
CORP., *et al.*,

Defendants.

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**NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION**

If you purchased or otherwise acquired the common stock (“Common Stock” or “Stock”) of Walter Investment Management Corp. (“Walter Investment” or the “Company”) between May 9, 2012 and February 26, 2015, both dates inclusive, (the “Settlement Class Period”), you could get a payment from a class action settlement (the “Settlement”).

*Under law, a federal court has authorized this Notice. This is not attorney advertising.*

- If approved by the Court, the settlement will provide twenty-four million dollars (\$24,000,000) (the “Settlement Amount”) gross, plus interest as it accrues, minus attorneys’ fees, costs, administrative expenses, and net of any taxes on interest, to pay claims of investors who purchased Walter Investment Common Stock during the Settlement Class Period.
- The Settlement represents an average gross recovery of \$0.637 per share of Walter Investment Common Stock for the 37,704,530 shares outstanding at the end of the Settlement Class Period. This is not an estimate of the actual recovery per share you should expect. Your actual recovery, if any, will depend on the total amount of allowed claims, as well as the amount of attorneys’ fees, costs and administrative expenses awarded by the court.
- Attorneys for Class Representatives (“Co-Class Counsel”) intend to ask the Court to award them fees of up to one-third of the Settlement Amount or eight million dollars (\$8,000,000), reimbursement of litigation expenses of no more than \$500,000 and an award to Class Representatives not to exceed \$15,000 each. Collectively, the attorneys’ fees and expenses are estimated to average \$0.226 per outstanding share of Walter Investment Common Stock. If approved by the Court, these amounts will be paid from the Settlement Amount.
- The approximate recovery, after deduction of attorneys’ fees and expenses approved by the Court, is an average of \$0.411 per outstanding share of Walter Investment Common Stock. This estimate is based on the assumptions set forth in the preceding paragraph. Your actual recovery, if any, will depend on the aggregate losses of all Settlement Class Members, the date(s) you purchased and sold Walter Investment Common Stock, the purchase and sales prices, and the total number and amount of claims filed.
- The Settlement resolves the Action concerning whether Walter Investment and Individual

Defendants (the “Defendants”) violated the federal securities laws by making misrepresentations and/or omissions of material fact in various filings with the U.S. Securities and Exchange Commission and in other public statements to the investing public concerning the internal controls maintained by a subsidiary, Green Tree Servicing, LLC (“Green Tree”), over its mortgage servicing protocols and procedures and its compliance with regulatory and legal requirements regarding mortgage servicing. Defendants vehemently deny each and every claim and contention alleged in the Action and deny any misconduct or wrongdoing whatsoever.

- Your legal rights will be affected whether you act or do not act. If you do not act, you may permanently forfeit your right to recover on this claim. Therefore, you should read this Notice carefully.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>SUBMIT A CLAIM FORM NO LATER THAN SEPTEMBER 1, 2016</b>	The only way to get a payment.
<b>EXCLUDE YOURSELF NO LATER THAN SEPTEMBER 1, 2016</b>	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against Defendants about the legal claims in this case.
<b>OBJECT NO LATER THAN SEPTEMBER 28, 2016</b>	Write to the Court about why you do not like the Settlement.
<b>GO TO A HEARING ON OCTOBER 14, 2016</b>	Ask to speak in Court about the fairness of the Settlement.
<b>DO NOTHING</b>	Get no payment. Give up rights.

**INQUIRIES**

**Please do not contact the Court regarding this Notice.** All inquiries concerning this Notice, the Proof of Claim and Release Form, or any other questions by Settlement Class Members should be directed to:

<p>Walter Investment Management Corp. Securities Litigation c/o Strategic Claims Services 600 N. Jackson St., Ste. 3 P.O. Box 230 Media, PA 19063 Tel.: 866-274-4004 Fax: 610-565-7985 info@strategicclaims.net</p>	<b>or</b>	<p>THE ROSEN LAW FIRM, P.A. 275 Madison Avenue, 34<sup>th</sup> Floor New York, NY 10016 Tel.: 212-686-1060 Fax: 212-202-3827 info@rosenlegal.com</p> <p>POMERANTZ LLP 600 Third Avenue, 20th Floor New York, NY 10016 Tel: 212-661-1100 Fax: 212-661-8665</p>
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**DEFINITIONS**

All capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Stipulation of Settlement, dated May 20, 2016 (the “Settlement Stipulation”).

## COMMON QUESTIONS AND ANSWERS CONCERNING THE SETTLEMENT

**1. Why did I get this Notice?**

You or someone in your family may have acquired Walter Investment Common Stock between May 9, 2012, and February 26, 2015, both dates inclusive.

**2. What is this lawsuit about?**

The case is known as *Richard Thorpe and Darrel Weisheit v. Walter Investment Management Corp., et al.*, Case No. 1:14-cv-20880-UU (the “Action”), and the Court in charge of the case is the United States District Court for the Southern District of Florida.

The Action involves the issue of whether Defendants violated the federal securities laws by making misrepresentations or omissions of material fact concerning the internal controls maintained by Green Tree over its mortgage servicing protocols and procedures and its compliance with regulatory and legal requirements regarding mortgage servicing. The complaint asserts that the alleged misstatements or omissions artificially inflated the price of Walter Investment Common Stock, and that the Common Stock prices dropped in response to certain subsequent disclosures. Defendants have vehemently denied and continue to deny the allegations in the complaint and all charges of wrongdoing or liability. The Settlement shall in no event be construed as, or deemed to be evidence of, an admission or concession by any of the Defendants with respect to any claim or any fault or wrongdoing or damage to the Settlement Class Members or any other person. The Settlement resolves all of the claims in the Action, as well as certain other claims or potential claims.

**3. Why is this a class action?**

In a class action, one or more persons and/or entities, called plaintiffs, sue on behalf of all persons and/or entities who have similar claims. All of these persons and/or entities are referred to collectively as a class, and these individual persons and/or entities are known as class members. One court resolves all of the issues for all class members, except for those class members who exclude themselves from the class.

**4. Why is there a Settlement?**

Class Representatives and Defendants do not agree regarding the merits of Class Representatives’ allegations and Defendants’ defenses with respect to liability or the average amount of damages per share, if any, that would be recoverable if Class Representatives were to prevail at trial on each claim. The issues on which Class Representatives and the Defendants disagree include: (1) whether the challenged statements were materially false or misleading or otherwise actionable under federal securities law; (2) whether the Defendants acted with scienter; (3) whether the alleged disclosures were corrective disclosures; (4) the causes of the loss in the value of the Common Stock; and (5) the amount of alleged damages, if any, that could be recovered at trial.

This matter has not gone to trial, and the Court has not decided in favor of either Class Representatives or any of the Defendants. Instead, Class Representatives and Defendants have agreed to settle the case. Class Representatives and Co-Class Counsel believe the Settlement is best for all Settlement Class Members because of the risks associated with continued litigation and the nature of the defenses raised by the Defendants. Among the reasons that Class Representatives and Co-Class Counsel believe the Settlement is fair is the fact that there is uncertainty about whether they will be able to prove that the alleged misstatements and omissions actually caused the Settlement Class any damages, and the amount of damages, if any.

Even if Class Representatives were to win at trial, and also prevail on any on appeal, Class Representatives might not be able to collect some, or all, of any judgment they are awarded. Moreover, while litigation of this type is usually expensive, it appears that, even if Class Representatives' allegations are eventually found to be true, the total amount of damages to which Settlement Class Members would be entitled could be substantially reduced.

**5. How do I know if I am part of the Settlement?**

The Settlement Class consists of all Persons (including, without limitation, their beneficiaries) who purchased or otherwise acquired Walter Investment Common Stock during the period from May 9, 2012 through February 26, 2015, inclusive.

**6. Are there exceptions to being included?**

Yes. Excluded from the Settlement Class are (i) Opt-Outs, *i.e.*, those Persons who timely and validly request exclusion from the Settlement Class, and (ii) Defendants, the present and former officers and directors of Walter Investment, and any subsidiary thereof, during the Settlement Class Period, and the immediate family members, legal representatives, heirs, successors or assigns of such excluded persons and any entity in which any excluded Person has or had a controlling interest.

**7. I am still not sure whether I am included.**

If you are still not sure whether you are included, you can ask for free help. For more information, you can contact the Claims Administrator, Strategic Claims Services, by phone at (866) 274-4004 or by facsimile at (610) 565-7985; visit the website [www.strategicclaims.net](http://www.strategicclaims.net); or fill out and return the Proof of Claim and Release Form described in Question 9 to see if you qualify.

**8. What does the Settlement provide?**

**a. What is the settlement fund?**

The proposed Settlement provides that Walter Investment will cause the Defendants' insurers to pay twenty-four million dollars (\$24,000,000) into a settlement fund. The Settlement is subject to Court approval. Also, subject to the Court's approval, a portion of the settlement fund will be used to pay attorneys' fees and reasonable litigation expenses to Co-Class Counsel and any award to the Class Representatives. A portion of the settlement fund also will be used to pay taxes due on interest earned by the settlement fund, if necessary, and the costs of the claims administration, including the costs of printing and mailing this Notice and the costs of publishing notice. After the foregoing deductions from the settlement fund have been made, the amount remaining (the "Net Settlement Fund") will be distributed to Settlement Class Members who submit timely, valid claims, according to the Plan of Allocation to be approved by the Court.

**b. What can you expect to receive under the proposed Settlement?**

Your share of the Net Settlement Fund will or may depend on: (i) the number of claims filed; (ii) the dates you purchased and sold Walter Investment Common Stock; (iii) the prices of your purchases and sales; (iv) the amount of administrative costs, including the costs of notice; and (v) the amount awarded by the Court to Co-Class Counsel for attorneys' fees, costs, and expenses and to Class Representatives.

The Claims Administrator will determine each Settlement Class Member's *pro rata* share of the Net Settlement Fund based upon each Settlement Class Member's valid "Recognized Loss." The Recognized Loss formula is not intended to be an estimate of the amount that a Settlement Class Member might have been able to recover after a trial; it also is not an estimate of the amount that

will be paid to Settlement Class Members pursuant to the Settlement. The Recognized Loss formula is the basis upon which the Net Settlement Fund will be proportionately allocated to the Settlement Class Members with valid claims.

The Net Settlement Fund will be distributed to Settlement Class Members who submit a Proof of Claim and Release Form and whose claims for recovery are allowed by the Claims Administrator pursuant to the terms of the Settlement Stipulation or by order of the Court under the below Plan of Allocation, which reflects Class Representatives' contention that because of the alleged misrepresentations made by Defendants, the price of Walter Investment Common Stock was artificially inflated during the relevant period and that certain subsequent disclosures caused changes in the inflated price of Walter Investment Common Stock. Defendants have denied these allegations.

### **PROPOSED PLAN OF ALLOCATION OF THE NET SETTLEMENT FUND AMONG CLASS MEMBERS**

The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund among Settlement Class Members based on their respective alleged economic losses as a result of the alleged fraud, as opposed to losses caused by market- and/or industry-wide factors, or Company-specific factors unrelated to the alleged fraud.

The Plan of Allocation was created with the assistance of a consulting damages expert, and reflects the assumption that the price of Walter Investment Stock was artificially inflated throughout the Settlement Class Period. The estimated alleged artificial inflation in the price of Walter Investment Stock during the Settlement Class Period is reflected in Table 1 below. The computation of the estimated alleged artificial inflation in the price of Walter Investment Stock during the Settlement Class Period is based on certain misrepresentations alleged by Class Representatives and the price change of Walter Investment Stock, net of market- and industry-wide factors, in reaction to the public announcements that allegedly corrected the misrepresentations alleged by Class Representatives.

Federal securities laws allow investors to recover for losses caused by disclosures which correct Defendants' previous misleading statements and/or omissions. Thus, in order to have been damaged by the alleged violations of the federal securities laws, Walter Investment Stock purchased or otherwise acquired during the Settlement Class Period must have been held during a period of time in which its price declined due to the disclosure of information which corrected an allegedly misleading statement and/or omission. The Class Representatives and Co-Class Counsel have determined that such price declines occurred on the following dates: (i) March 19, 2013; (ii) November 7, 2013; (iii) February 27, 2014; (iv) August 11, 2014; and (v) February 26, 2015. Accordingly, if Walter Investment Stock was sold prior to March 19, 2013 (the earliest corrective disclosure date), the Recognized Loss for those shares is \$0.00, and any loss suffered is not compensable under the federal securities laws. Similarly, if Walter Investment Stock was purchased and then sold between two dates of alleged corrective disclosures, the Recognized Loss for those shares is \$0.00, and any loss suffered is not compensable under the federal securities laws.

The estimated alleged artificial inflation in the price of Walter Investment Stock also takes into account the Court's December 23, 2014 Omnibus Order on Defendants' motion to dismiss the Complaint, which rejected the alleged corrective disclosures that occurred on November 7, 2013 and February 27, 2014. Given the Court's ruling, it is far less likely that Class Representatives

could have prevailed on these claims. In addition, on March 16, 2016, the Court certified a class consisting of all persons or entities that purchased Walter Investment Stock during the period May 9, 2012 through August 11, 2014, inclusive. While eligible for a recovery under the Settlement, shares of Walter Investment Stock purchased during the period August 12, 2014 through February 26, 2015, inclusive, were not certified as part of the Class. Thus, in order to reflect the lower likelihood of prevailing on claims related to alleged corrective disclosures on November 7, 2013, February 27, 2014, and February 26, 2015, only 10% of the Company-specific decline in the price of Walter Investment Stock on these dates is used in the computation of the alleged price inflation in Walter Investment Stock during the Settlement Class Period.

<b>Table 1</b>		
<b>Artificial Inflation in Walter Investment Stock<sup>1</sup></b>		
<b>From</b>	<b>To</b>	<b>Per-Share Price Inflation*</b>
May 9, 2012	March 18, 2013	\$11.50
March 19, 2013	November 6, 2013	\$4.35
November 7, 2013	February 26, 2014	\$4.29
February 27, 2014	August 10, 2014	\$4.00
August 11, 2014	February 25, 2015	\$0.29
February 26, 2015	Thereafter	\$0.00

\* If the per-share price inflation provided in Table 1 above exceeds the purchase price of Walter Investment Stock on a given date, then the per-share price inflation shall be equal to the per-share purchase price.

The “90-day lookback” provision of the Private Securities Litigation Reform Act of 1995 (“PSLRA”) is incorporated into the calculation of the Recognized Loss for Walter Investment Stock. The limitations on the calculation of the Recognized Loss imposed by the PSLRA are applied such that losses on Walter Investment Stock purchased during the Settlement Class Period and held as of the close of the 90-day period subsequent to the Settlement Class Period (the “90-Day Lookback Period”) cannot exceed the difference between the purchase price paid for such stock and the average price of the Walter Investment Stock during the 90-Day Lookback Period. The Recognized Loss on Walter Investment Stock purchased during the Settlement Class Period and sold during the 90-Day Lookback Period cannot exceed the difference between the purchase price paid for such stock and the rolling average price of the Walter Investment Stock during the portion of the 90-Day Lookback Period elapsed as of the date of sale.

In the calculation of Recognized Loss, all purchase and sale prices shall exclude any fees, taxes and commissions. If a Recognized Loss amount is calculated to be a negative number, that Recognized Loss shall be set to zero.

### **CALCULATION OF PER-SHARE RECOGNIZED LOSS**

For each share of Walter Investment Stock purchased (or otherwise acquired) during the Settlement Class Period (*i.e.*, May 9, 2012 through February 26, 2015, inclusive), the Recognized Loss per share shall be calculated as follows:

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<sup>1</sup> During the Settlement Class Period, Walter Investment Stock was listed on the NYSE exchange under the ticker symbol “WAC.”

- i. For each share of Walter Investment Stock sold before March 19, 2013, the Recognized Loss per share is \$0.
- ii. For each share of Walter Investment Stock purchased during the Settlement Class Period that was subsequently sold during the period March 19, 2013 through February 26, 2015, inclusive, the Recognized Loss per share is equal to the amount of per-share price inflation on the date of purchase as appears in Table 1 above, *minus* the amount of per-share price inflation on the date of sale as appears in Table 1 above.
- iii. For each share of Walter Investment Stock purchased during the Settlement Class Period that was subsequently sold during the period February 27, 2015 through May 27, 2015, inclusive (*i.e.*, sold during the 90-Day Lookback Period), the Recognized Loss per share is *the lesser of*:
  - a. the amount of per-share price inflation on the date of purchase as appears in Table 1 above; or
  - b. the purchase price *minus* the “90-Day Lookback Value” on the date of sale provided in Table 2 below.
- iv. For each share of Walter Investment Stock purchased during the Settlement Class Period that was still held as of the close of trading on May 27, 2015, the Recognized Loss per share is *the lesser of*:
  - a. the amount of per-share price inflation on the date of purchase as appears in Table 1 above; or
  - b. the purchase price *minus* the average closing price of Walter Investment Stock during the 90-Day Lookback Period, which is \$17.05.

<b>Table 2</b>					
<b>Sale Date</b>	<b>90-Day Lookback Value</b>	<b>Sale Date</b>	<b>90-Day Lookback Value</b>	<b>Sale Date</b>	<b>90-Day Lookback Value</b>
2/27/2015	\$16.67	3/30/2015	\$15.98	4/29/2015	\$16.77
3/2/2015	\$16.28	3/31/2015	\$15.99	4/30/2015	\$16.79
3/3/2015	\$16.14	4/1/2015	\$15.99	5/1/2015	\$16.81
3/4/2015	\$16.00	4/2/2015	\$16.01	5/4/2015	\$16.86
3/5/2015	\$15.94	4/6/2015	\$16.03	5/5/2015	\$16.87
3/6/2015	\$15.83	4/7/2015	\$16.06	5/6/2015	\$16.87
3/9/2015	\$15.78	4/8/2015	\$16.12	5/7/2015	\$16.92
3/10/2015	\$15.71	4/9/2015	\$16.16	5/8/2015	\$16.94
3/11/2015	\$15.64	4/10/2015	\$16.21	5/11/2015	\$16.97
3/12/2015	\$15.58	4/13/2015	\$16.27	5/12/2015	\$16.99
3/13/2015	\$15.52	4/14/2015	\$16.33	5/13/2015	\$17.00
3/16/2015	\$15.51	4/15/2015	\$16.40	5/14/2015	\$17.01
3/17/2015	\$15.51	4/16/2015	\$16.46	5/15/2015	\$17.01
3/18/2015	\$15.60	4/17/2015	\$16.51	5/18/2015	\$17.02
3/19/2015	\$15.67	4/20/2015	\$16.55	5/19/2015	\$17.03
3/20/2015	\$15.76	4/21/2015	\$16.59	5/20/2015	\$17.04

<b>Table 2</b>					
<b>Sale Date</b>	<b>90-Day Lookback Value</b>	<b>Sale Date</b>	<b>90-Day Lookback Value</b>	<b>Sale Date</b>	<b>90-Day Lookback Value</b>
3/23/2015	\$15.84	4/22/2015	\$16.62	5/21/2015	\$17.05
3/24/2015	\$15.92	4/23/2015	\$16.64	5/22/2015	\$17.05
3/25/2015	\$15.95	4/24/2015	\$16.67	5/26/2015	\$17.04
3/26/2015	\$15.98	4/27/2015	\$16.70	5/27/2015	\$17.05
3/27/2015	\$15.98	4/28/2015	\$16.74		

### **ADDITIONAL PLAN OF ALLOCATION PROVISIONS**

For purposes of calculating your Recognized Loss, the date of purchase, acquisition or sale is the “contract” or “trade” date and not the “settlement” or “payment” date. The receipt or grant by gift, inheritance or operation of law of Walter Investment Stock during the Settlement Class Period shall not be deemed a purchase, acquisition or sale of those shares of Walter Investment Stock for the calculation of each Settlement Class Member’s Recognized Loss, nor shall such receipt or grant be deemed an assignment of any claim relating to the purchase of such shares of Walter Investment Stock during the Settlement Class Period unless (a) the donor or decedent purchased or otherwise acquired such Walter Investment Stock during the Settlement Class Period; (b) no claim form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such Walter Investment Stock; and (c) it is specifically so provided in the instrument of gift or assignment.

In the event that a Settlement Class Member has more than one purchase or sale of Walter Investment Stock during the Settlement Class Period, all purchases and sales shall be matched using a First In, First Out (“FIFO”) method of accounting, such that sales will be matched first against the Settlement Class Member’s opening holdings of Walter Investment Stock on the first day of the Settlement Class Period, if any, and then will be matched against purchases in chronological order, beginning with the earliest purchase made during the Settlement Class Period.

The date of covering a “short sale” is deemed to be the date of purchase of Walter Investment Stock. The date of a “short sale” is deemed to be the date of sale of Walter Investment Stock. In accordance with the Plan of Allocation, however, the Recognized Loss on “short sales” is zero. In the event that a Settlement Class Member has an opening short position in Walter Investment Stock, the earliest Settlement Class Period purchases shall be matched against such opening short position, and not be entitled to a recovery, until that short position is fully covered.

Walter Investment Stock is the only security eligible for recovery under the Plan of Allocation. Option contracts with Walter Investment Stock as the underlying security are not securities eligible to participate in the Settlement. With respect to Walter Investment Stock purchased or sold through the exercise of an option, the exercise date of the option shall be considered the purchase/sale date of the Stock, and the exercise price of the option shall be considered the purchase/sale price of the Stock.

Payment pursuant to the plan of allocation approved by the Court shall be conclusive against all Settlement Class Members. No person shall have any claim against Class Representatives, Co-Class Counsel, Defendants, Defendants’ Counsel, the Claims Administrator or any other agent designated by Co-Class Counsel based on the distributions made substantially in accordance with



the Stipulation and the Settlement contained therein, the Plan of Allocation, or further orders of the Court. Each Settlement Class Member shall be deemed to have submitted to the jurisdiction of the Court with respect to the Settlement Class Member's claim form. All persons involved in the review, verification, calculation, tabulation, or any other aspect of the processing of the claims submitted in connection with the Settlement, or otherwise involved in the administration or taxation of the Gross Settlement Fund or the Net Settlement Fund shall be released and discharged from any and all claims arising out of such involvement, and all Class Members, whether or not they are to receive payment from the Net Settlement Fund, will be barred from making any further claim against the Net Settlement Fund beyond the amount allocated to them as provided in any distribution orders entered by the Court.

To the extent there are sufficient funds in the Net Settlement Fund, each Authorized Claimant will receive an amount equal to their total Recognized Losses. If, however, the amount in the Net Settlement Fund is not sufficient to permit payment of the total Recognized Losses for all Authorized Claimants, then each Authorized Claimant shall be paid the percentage of the Net Settlement Fund that their total Recognized Losses bears to the total Recognized Losses of all Authorized Claimants (*i.e.*, "*pro rata* share"). Payment in this manner shall be deemed conclusive against all Authorized Claimants. No distribution will be made on a claim where the potential distribution amount is less than ten dollars (\$10.00) in cash.

If any funds remain in the Net Settlement Fund by reason of uncashed checks, or otherwise, after the Claims Administrator has made reasonable and diligent efforts to have Authorized Claimants who are entitled to participate in the distribution of the Net Settlement Fund cash their distribution checks, then any balance remaining in the Net Settlement Fund six (6) months after the initial distribution of such funds shall be used: (i) first, to pay any amounts mistakenly omitted from the initial distribution to Authorized Claimants or to pay any late, but otherwise valid and fully documented claims received after the cut-off date used to make the initial distribution, which were not previously authorized by the Court to be paid, provided that such distributions to any late post-distribution claimants meet all of the other criteria for inclusion in the initial distribution, including the \$10.00 minimum check amount set forth in the Notice; (ii) second, to pay any additional notice and administration costs incurred in administering the Settlement; and (iii) finally, to make a second distribution to Authorized Claimants who cashed their checks from the initial distribution and who would receive at least \$10.00 from such second distribution, after payment of the estimated costs or fees to be incurred in administering the Net Settlement Fund and in making this second distribution, if such second distribution is economically feasible. If six (6) months after such second distribution, if undertaken, or if such second distribution is not undertaken, any funds shall remain in the Net Settlement Fund after the Claims Administrator has made reasonable and diligent efforts to have Authorized Claimants who are entitled to participate in this Settlement cash their checks, any funds remaining in the Net Settlement Fund shall be donated to a non-profit charitable organization(s) selected by Co-Class Counsel and approved by the Court.

**9. How can I get a payment?**

To qualify for a payment, you must send in a form entitled "Proof of Claim and Release Form." This Proof of Claim and Release Form is attached to this Notice. You may also obtain a claim Proof of Claim and Release Form on the Internet at [www.strategicclaims.net](http://www.strategicclaims.net). Read the instructions carefully, fill out the form, sign it in the location indicated, and mail the claim form together with all documentation requested in the form, postmarked no later than September 1, 2016, to:

Walter Investment Management Corp. Securities Litigation  
c/o Strategic Claims Services  
600 N. Jackson St., Ste. 3  
P.O. Box 230  
Media, PA 19063  
Tel.: 866-274-4004  
Fax: 610-565-7985  
info@strategicclaims.net

The Claims Administrator will process your claim and determine whether you are an Authorized Claimant.

**10. What am I giving up to get a payment or stay in the Class?**

Unless you exclude yourself from the Settlement Class by the September 1, 2016 deadline, you will remain a member of the Settlement Class and will be bound by the release of claims against the Defendants and other Released Parties if the Settlement is approved. That means you and all other Settlement Class Members and each of their respective parent entities, associates, affiliates, subsidiaries, predecessors, successors, assigns, attorneys, immediate family members, heirs, representatives, administrators, executors, devisees, legatees, and estates will release (agreeing never to sue, continue to sue, or be part of any other lawsuit) as against the Defendants and other Released Parties any and all claims which arise out of, are based upon or relate in any way to the purchase, acquisition, sale, or ownership of Walter Investment Stock during the Settlement Class Period. It means that all of the Court's orders will apply to you and legally bind you. That means you will accept a share of the Net Settlement Fund as sole compensation for any losses you suffered in the purchase, acquisitions, sale or ownership of Walter Investment Stock during the Settlement Class Period. The specific terms of the release are included in the Stipulation.

**11. How do I get out of the Settlement?**

If you do not want to receive a payment from this Settlement, and you want to keep any right you may have to sue or continue to sue Defendants or other Released Parties on your own about the claims being released in this Settlement, then you must take steps to exclude yourself from the Settlement. To exclude yourself from the Settlement, you must mail a letter that (A) clearly indicates your name, address, phone number and e-mail contact information (if any) and states that you "request to be excluded from the Settlement Class in *Thorpe v. Walter Investment Management Corp.*, Case No. 1:14-cv-20880-UU (S.D. Fla.)", and (B) states the date, number of shares and dollar amount of each Walter Investment Common Stock purchase or acquisition during the Settlement Class Period, any sale transactions, and the number of shares of Walter Investment Common Stock held by you as of February 26, 2015. In order to be valid, such request for exclusion must be submitted with documentary proof (i) of each purchase and, if applicable, sale transaction of Walter Investment Common Stock during the Settlement Class Period and (ii) demonstrating your status as a beneficial owner of the Walter Investment Common Stock. Any such request for exclusion must be signed and submitted by you, as the beneficial owner, under penalty of perjury. You must mail your exclusion request, to be received no later than September 1, 2016, to the Claims Administrator at the following address:

Walter Investment Management Corp. Securities Litigation  
c/o Strategic Claims Services  
600 N. Jackson St., Ste. 3  
P.O. Box 230  
Media, PA 19063

You cannot exclude yourself by telephone or by email.

If you properly exclude yourself, you will not receive a payment from the Net Settlement Fund, you cannot object to the Settlement, and you will not be legally bound by the judgment in this case.

**12. If I do not exclude myself, can I sue the Defendants for the same thing later?**

No. Unless you followed the procedure outlined in the Notice to exclude yourself, you give up any right to sue the Defendants or other Released Parties for the claims being released in this Settlement. If you have a pending lawsuit related to any Released Claims, speak to your lawyer in that case immediately, since you must exclude yourself from this Settlement Class to continue your own lawsuit.

**13. Do I have a lawyer in this case?**

The Court appointed The Rosen Law Firm, P.A. and Pomerantz LLP as Co-Class Counsel, to represent you and the other Settlement Class Members. If you want to be represented by your own lawyer, you may hire one at your own expense. Contact information for The Rosen Law Firm, P.A. and Pomerantz LLP is provided below.

**14. How will the lawyers be paid?**

Co-Class Counsel have expended considerable time litigating this action on a contingent fee basis, and have paid for the expenses of the case themselves. They have not been paid attorneys' fees or reimbursed for their expenses in advance of this Settlement. Co-Class Counsel have done so with the expectation that, if they are successful in recovering money for the Settlement Class, they will receive attorneys' fees and be reimbursed for their litigation expenses from the settlement fund, as is customary in this type of litigation. Co-Class Counsel will not receive attorneys' fees or be reimbursed for their litigation expenses except from the settlement fund. Therefore, Co-Class Counsel will file a motion asking the Court at the Settlement Hearing to make an award of attorneys' fees in an amount not to exceed \$8,000,000, for reimbursement of reasonable litigation expenses not to exceed \$500,000, and an award to Class Representatives in an amount not to exceed \$30,000 in total. The Court may award less than these amounts. Any amounts awarded by the Court will come out of the settlement fund.

**15. How do I tell the Court that I do not like the Settlement?**

You can tell the Court you do not agree with the Settlement, any part of the Settlement, Co-Class Counsel motion for attorneys' fees and expenses and application for an award to Class Representatives, and that you think the Court should not approve the Settlement, by mailing a letter stating that you object to the Settlement in the matter of *Richard Thorpe and Darrel Weisheit v. Walter Investment Management Corp., et al.*, Case No. 1:14-cv-20880-UU (S.D. Fla.). Be sure to include (1) your name, address, and telephone number; (2) a list of all purchases and sales of Walter Investment Common Stock during the Settlement Class Period in order to show membership in the Settlement Class; (3) all grounds for the objection, including any legal support known to you or your counsel; (4) the name, address and telephone number of all counsel who represent you, including your former or current counsel who may be entitled to compensation in connection with the objection; and (5) the number of times you and/or your counsel has filed an objection to a class action settlement in the last five years, the nature of each such objection in each case, the jurisdiction in each case, and the name of the issuer of the security or seller of the product or service at issue in each case. Attendance at the Settlement Hearing is not necessary.

Objectors wishing to be heard orally at the Settlement Hearing are required to indicate in their written objection (or in a separate writing that is submitted in accordance with the deadline and after instruction pertinent to the submission of a written objection) that they intend to appear at the Settlement Hearing and identify any witnesses they may call to testify or exhibits they intend to introduce into evidence at the Settlement Hearing. Be sure to serve copies of any objections, papers and briefs to **each** of the four addresses listed below, to be received no later than September 28, 2016:

<p>Laurence M. Rosen, Esq.  THE ROSEN LAW FIRM, P.A.  275 Madison Avenue, 34th Floor  New York, New York 10016  Tel: (212) 686-1060  Fax: (212) 202-3827</p> <p>Jeremy Lieberman, Esq.  Murielle J. Steven Walsh, Esq.  Pomerantz LLP  600 Third Avenue, 20th Floor  New York, NY 10016  Tel: (212) 661-1100  Fax: (212) 661-8665</p> <p><i>Co-Class Counsel</i></p>	<p>Peter E. Kazanoff, Esq.  David Elbaum, Esq.  SIMPSON THACHER &amp;  BARTLETT LLP  425 Lexington Avenue  New York, NY 10017  Tel: (212) 455-2000  Fax: (212) 455-2502</p> <p>Tracy A. Nichols, Esq.  Stephen Warren, Esq.  HOLLAND &amp; KNIGHT LLP  701 Brickell Avenue, Suite 3300  Miami, FL 33131  Tel: (305) 374-8500  Fax: (305) 789-7799</p> <p><i>Counsel for Defendants</i></p>
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In addition, be sure to also file any said objections, papers and briefs, showing due proof of service upon counsel identified above, with the Clerk of the Court at the below address no later than September 28, 2016:

Clerk of the Court  
United States District Court  
Southern District of Florida  
400 North Miami Avenue  
Miami, FL 33128

**16. What is the difference between objecting and requesting exclusion?**

Objecting is simply telling the Court you do not like something about the Settlement or some portion thereof. You can object only if you stay in the Settlement Class. Requesting exclusion is telling the Court you do not want to be part of the Settlement Class and Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer concerns you. If you stay in the Settlement Class and object, but your objection is overruled, you will not be allowed a second opportunity to exclude yourself.

**17. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Settlement Hearing on October 14, 2016, at 2:00 p.m., at the United States District Court for the Southern District of Florida, 400 North Miami Avenue, Miami, Florida, 33128, Courtroom # 12B.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and whether to approve the Settlement. If there are objections, the Court will consider them, and the Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Co-Class Counsel for attorneys' fees and expenses and how much to award to Class Representatives.

**18. Do I have to come to the hearing?**

No. Co-Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mail your written objection on time, the Court will consider it.

**19. What happens if I do nothing at all?**

If you do nothing, you will not receive a payment from the Settlement. However, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants about the Released Claims (as defined in the Settlement Stipulation) ever again.

DATED: JUNE 13, 2016

BY ORDER OF THE UNITED STATES DISTRICT  
COURT FOR THE SOUTHERN DISTRICT OF FLORIDA