

ORIGINAL

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

UNITED STATES OF AMERICA *ex rel.*  
SHERRY A. HUNT,

Plaintiff,

v.

CITIGROUP, INC.,  
CITIBANK NA, INC., and  
CITIMORTGAGE, INC.,

Defendants.

5473  
11 Civ. ~~5423~~ (VM)  
ECF Case

**STIPULATION AND ORDER OF  
SETTLEMENT AND RELEASE  
BETWEEN THE UNITED STATES  
OF AMERICA AND THE RELATOR**

UNITED STATES OF AMERICA,

Plaintiff-Intervenor,

v.

CITIMORTGAGE, INC.,

Defendant.

WHEREAS, on August 5, 2011, Relator Sherry A. Hunt ("Relator") commenced this *qui tam* action (the "Action") pursuant to the False Claims Act, 31 U.S.C. § 3730(b), by filing a Complaint against defendants Citigroup Inc., Citibank NA, Inc., and CitiMortgage, Inc. ("CitiMortgage") (collectively, the "Defendants");

WHEREAS, on October 20, 2011, Relator filed a First Amended Complaint against the Defendants;

WHEREAS, on February 14, 2012, the United States of America (the "United States" or the "Government") will intervene in this Action and file a Complaint-in-Intervention against defendant CitiMortgage;

WHEREAS, on or about February 13, 2012, the United States and the Defendants executed a Stipulation and Order of Settlement and Dismissal (the "Citi Settlement Agreement") resolving, among other matters, the allegations in the Complaint;

WHEREAS, the Citi Settlement Agreement has been submitted for approval and entry by this Court;

WHEREAS, under the terms of paragraph 3 of the Citi Settlement Agreement, Defendants have agreed to pay the United States \$158,300,000 (the "Settlement Amount");

WHEREAS, Relator has asserted that, pursuant to 31 U.S.C. § 3730(d)(1), she is entitled to a portion of the Settlement Amount;

WHEREAS, the United States agrees that Relator is entitled to a percentage of the Settlement Amount pursuant to 31 U.S.C. § 3730(d)(1); and

WHEREAS, the United States and the Relator mutually desire to make a full, complete, and final settlement of Relator's Claim;

NOW, THEREFORE, IT IS HEREBY ORDERED, upon consent of the United States and Relator, by and through their respective counsel:

1. The United States agrees that Relator shall be awarded a total of \$31,660,000 (the "Relator's Share"), which amount constitutes twenty percent (20%) of the Settlement Amount. The United States will make payment of the Relator's Share through the care of her attorneys, Rotts & Gibbs, LLC, within a reasonable time after the Government's receipt of the full Settlement Amount from Defendants. The United States' obligation to make payment of the Relator's Share is expressly conditioned on the receipt by the United States of the Settlement Amount from Defendants pursuant the Citi Settlement Agreement. Should Defendants fail to

pay the full Settlement Amount, the United States shall have no obligation to make payment of the Relator's Share.

2. Relator agrees that she is not entitled to payment of, and disclaims any entitlement to any portion of any payment made by CitiMortgage, or any affiliate of CitiMortgage, in connection with any settlement entered into by the United States Department of Justice and/or the United States Department of Housing and Urban Development ("HUD") and CitiMortgage, or any affiliate of CitiMortgage, based on loan servicing and other activities, including, but not limited to, the submission of false annual certifications to HUD in connection with CitiMortgage's participation in HUD's Direct Endorsement Lender program (the "Loan Servicing Settlement").

3. Relator agrees that the Citi Settlement Agreement is fair, adequate, and reasonable, and will not challenge the Citi Settlement Agreement pursuant to 31 U.S.C. § 3730(c)(2)(B), and expressly waives the opportunity for a hearing on any such objection, pursuant to 31 U.S.C. § 3730(c)(2)(B).

4. Upon receipt of the Relator's Share, Relator, for herself, her heirs, successors, and assigns, will release and shall be deemed to have released and forever discharged the United States from (i) any claims pursuant to 31 U.S.C. § 3730(d)(1) for a share of the proceeds of the Citi Settlement Agreement or the Loan Servicing Settlement and (ii) any other claims arising from or relating to the filing of the above-captioned Action.

5. Specifically excluded and reserved from those claims released under Paragraph 4 above is any dispute, claim, or defense which may arise between Relator and Defendants regarding attorneys' fees or claims of Relator under 31 U.S.C. § 3730(d)(1).

6. This Stipulation and Order does not resolve or in any manner affect any claims that the Government has or may have against Relator under Title 26 of the United States Code (the Internal Revenue Code).

7. The United States and the Relator agree that, if the Citi Settlement Agreement is held by a court not to be “fair, adequate, and reasonable” as required under 31 U.S.C. § 3730(c)(2)(B), or if the Complaint-in-Intervention is not dismissed with prejudice, this Stipulation and Order is null and void.

8. This Stipulation and Order, together with all of the obligations and terms hereof, shall inure to the benefit of and shall bind the Parties, their successors, assigns, and heirs.

9. Each of the undersigned signatories represents that he or she has the full power and authority to enter into this Stipulation and Order. The undersigned Government attorney represents that he or she is signing this Stipulation and Order in his or her official capacity and that he or she is fully empowered and authorized to do so.

10. This Stipulation and Order constitutes the entire agreement of the United States and Relator with respect to the subject matter of this Stipulation and Order, and may not be modified, amended or terminated except by a written agreement signed by the United States and Relator specifically referring to this Stipulation and Order.

11. This Stipulation and Order shall be governed by the laws of the United States. The Parties agree that the exclusive jurisdiction and venue for any dispute arising under this Stipulation shall be the United States District Court for the Southern District of New York.

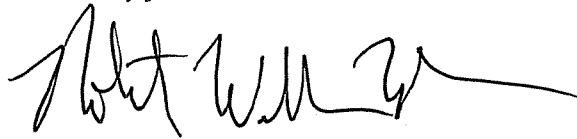
12. This Stipulation and Order may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

13. This Stipulation and Order shall become effective on the date the Court enters this Stipulation and Order.

Dated: New York, New York  
February 13, 2012

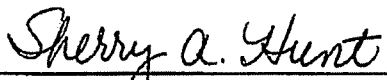
PREET BHARARA  
United States Attorney for the  
Southern District of New York  
*Attorney for the United States*

By:



ROBERT WILLIAM YALEN  
JOSEPH N. CORDARO  
JAIMIE LEESER NAWADAY  
Assistant United States Attorneys  
86 Chambers Street, 3rd Floor  
New York, New York 10007  
Telephone No. (212) 637-2800  
Facsimile No. (212) 637-2730  
Email: robert.yalen@usdoj.gov  
joseph.cordaro@usdoj.gov  
jaimie.nawaday@usdoj.gov

Dated: Silex, Missouri  
February 13, 2012

  
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SHERRY A. HUNT  
Relator

Dated: Columbia, Missouri  
February 13, 2012

ROTT & GIBBS, LLC  
*Attorneys for Relator*

By: 

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FINLEY GIBBS  
1001 East Walnut Street, Suite 301  
Columbia, Missouri 65201  
Telephone No. (573) 443-3463  
Facsimile No. (573) 443-7099  
Email: finleyg@rottsgibbs.com

SO ORDERED.

Dated: New York, New York  
February 15, 2012



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THE HONORABLE VICTOR MARRERO  
United States District Judge