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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

BARBARA WALDRUP, individually
and on behalf of other members of the
public similarly situated,
Plaintiff,

v.

COUNTRYWIDE FINANCIAL
CORPORATION, *et al.*,
Defendants.

ELIZABETH WILLIAMS, *et al.*,
Plaintiff,

v.

COUNTRYWIDE FINANCIAL
CORPORATION, *et al.*
Defendants.

Case No. **2:13-cv-08833-CAS-AGR_x**
lead case

(Consolidated with Case No. 2:16-cv-
04166-CAS-AGR_x)

**FINAL ORDER APPROVING
SETTLEMENT AND DISMISSING
ACTION WITH PREJUDICE**

Date: July 13, 2020
Dept: 8D (8th Floor)
Judge: Hon. Christina A Snyder
350 W. First Street
Los Angeles, CA 90012

1 **FINAL ORDER APPROVING SETTLEMENT AND DISMISSING ACTION**
2 **WITH PREJUDICE**

3 This matter having come before the Court on July 13, 2020, upon the Motion of
4 plaintiffs Barbara Waldrup, Becky Reaster, and Rebecca Murphy (“Representative
5 Plaintiffs”), individually and on behalf of a class of persons, for final approval of a
6 settlement reached between the Parties, and upon review and consideration of the
7 Settlement Agreement dated January 17, 2020 (the “Settlement Agreement” or
8 “Agreement”), the exhibits to the Settlement Agreement, the evidence and arguments
9 of counsel presented at the final Court Approval Hearing, and the submissions filed
10 with this Court in connection with the Court Approval Hearing, IT IS HEREBY
11 ORDERED and adjudged as follows:

12 1. The Settlement Agreement is hereby incorporated by reference into this
13 Final Order Approving Settlement, Certifying Settlement Class, and Dismissing Action
14 with Prejudice (“Order”), and are hereby adopted by this Court. Capitalized terms in
15 this Order shall, unless otherwise defined herein, have the same meaning as in the
16 Agreement.

17 2. For settlement purposes only, the Class, as that term is defined in the
18 paragraph 1.06 of the Agreement, is found to meet the relevant requirements of FED.
19 R. CIV. P. 23(a) and (b)(3).

20 3. For settlement purposes and pursuant to FED. R. CIV. P. 23(a) and (b)(3),
21 the Court finally certifies the Class as defined in Paragraph 1.06 of the Agreement. If,
22 for any reason, the Settlement does not become effective, this final certification for
23 settlement purposes shall be null and void, and shall not be used or referred to for any
24 purpose in the Action or any other action or proceeding.

25 4. The Court appoints Representative Plaintiffs Barbara Waldrup, Becky
26 Reaster, and Rebecca Murphy as representatives of the Class, and finds that they meet
27 the requirements of FED. R. CIV. P. 23.
28

1 5. The Court appoints the following lawyers as counsel to the Class, and
2 finds that these counsel meet the requirements of Fed. R. Civ. P. 23:

3 Roland Tellis (SBN 186269) 4 rtellis@baronbudd.com	Steve W. Berman (pro hac vice) steve@hbsslaw.com
5 Daniel Alberstone (SBN 105275) 6 dalberstone@baronbudd.com	Hagens Berman Sobol Shapiro LLP 1918 Eighth Avenue, Suite 3300
7 Mark Pifko (SBN 228412) 8 mpifko@baronbudd.com	Seattle, Washington 98101 Telephone: (206) 623-7292
9 Evan Zucker (SBN 266702) 10 ezucker@baronbudd.com	Facsimile: (206) 623-0594
11 Baron & Budd, P.C. 12 15910 Ventura Boulevard, Suite 1600	Christopher R. Pitoun (SBN 290235) christopherp@hbsslaw.com
13 Encino, California 91436 14 Telephone: (818) 839-2333	Hagens Berman Sobol Shapiro LLP 301 North Lake Avenue, Suite 920
	Pasadena, California 91101 Telephone: (213) 330-7150
	Facsimile: (213) 330-7152

18 6. The Court hereby approves the list of Successful Opt-Outs attached
19 hereto as Exhibit A and determines that the list of Successful Opt-Outs is a complete
20 list of all persons who have timely and validly requested exclusion from the Settlement,
21 and accordingly, who shall neither share in nor be bound by this Order or the
22 Agreement.

23 7. As set forth in the Class Notice, this Court convened the Court Approval
24 Hearing 10:00 a.m. on July 13, 2020 in Courtroom 8D of the United States District
25 Court for the Central District of California.

26 8. Pursuant to FED. R. CIV. P. 23(e), the Settlement of the Action, as
27 embodied in the terms of the Settlement Agreement, is hereby finally approved as a
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1 fair, reasonable, and adequate settlement of the Action in light of the factual, legal,
2 practical, and procedural considerations raised by them.

3 9. The Court finds that mailed and publication notice previously given to
4 Class Members in the Action was the best notice practicable under the circumstances,
5 and satisfies the requirements of due process and FED. R. CIV. P. 23. The Court
6 further finds that, because (a) adequate notice has been provided to all Class Members
7 and (b) all Class Members have been given the opportunity to object to, and/or
8 request exclusion from, the Settlement, it has jurisdiction over all Class Members. The
9 Court further finds that all requirements of statute (including but not limited to 28
10 U.S.C. § 1715), rule, and state and federal constitutions necessary to effectuate this
11 Settlement have been met and satisfied.

12 10. After due consideration of the Parties' likelihood of success at trial; the
13 range of Representative Plaintiffs Barbara Waldrup, Becky Reaster, and Rebecca
14 Murphy's possible recovery; the complexity, expense, and duration of the litigation; the
15 minimal opposition to the Settlement; the small number of Successful Opt-outs from
16 the Settlement; the positive reaction of Class Members to the Settlement; the state of
17 proceedings at which the Settlement was achieved; the nature of the complex
18 negotiations and numerous mediations with Eric Green (of Resolutions LLC) leading
19 to the Settlement; the litigation risks to the Representative Plaintiffs Barbara Waldrup,
20 Becky Reaster, and Rebecca Murphy, the Class Members, and Defendants arising from
21 Defendants' motions for summary judgment and decertification; the litigation risks to
22 Representative Plaintiffs Barbara Waldrup, Becky Reaster, and Rebecca Murphy and
23 the Class Members of maintaining class treatment through decertification and appeal;
24 the litigation risks to Representative Plaintiffs Barbara Waldrup, Becky Reaster, and
25 Rebecca Murphy and the Class Members from summary judgment, trial, and appellate
26 proceedings in the Actions; all written submissions, affidavits, and arguments of
27 counsel; and after notice and a hearing, this Court finds that the terms of the
28 Settlement, the Agreement, and all exhibits thereto are fair, adequate, and reasonable,

1 and are in the best interest of the Class. Accordingly, the Agreement should be and is
2 approved and shall govern all issues regarding the Settlement and all rights of the
3 Parties, including the Class Members.

4 11. Upon consideration of Class Counsel's application for attorneys' fees and
5 litigation costs, the aggregate amount of the Attorneys' Fee Award/Litigation Cost
6 Award is hereby fixed at fifty-one million seven hundred thirty-one thousand fifty
7 dollars and eighty-six cents (\$51,731,050.86) consisting of forty-nine million three
8 hundred sixty-four thousand eight hundred dollars and six cents (\$49,364,800.06) in
9 attorneys' fees and two million three hundred sixty-six thousand two hundred fifty
10 dollars and eighty cents (\$2,366,250.80) in litigation costs. This aggregate award covers,
11 without limitation, any and all claims for attorneys' fees and litigation costs incurred by
12 (a) Plaintiffs' Counsel, (b) any other counsel representing (or purporting to represent)
13 Representative Plaintiffs Barbara Waldrup, Becky Reaster, and Rebecca Murphy or
14 Class Members (or any of them), and (c) Representative Plaintiffs Barbara Waldrup,
15 Becky Reaster, and Rebecca Murphy or the Class Members (or any of them) in
16 connection with or related to any matter in the Consolidated Actions, the Settlement,
17 the administration of the Settlement, and any of the matters or claims within the scope
18 of the Release.

19 12. Upon consideration of Representative Plaintiffs Barbara Waldrup, Becky
20 Reaster, and Rebecca Murphy's application for service awards to them, the amount of
21 the Representative Plaintiffs Award for Barbara Waldrup, Becky Reaster, and Rebecca
22 Murphy is hereby fixed at fifteen thousand dollars each (\$15,000.00).

23 13. In accordance with the Agreement, and to effectuate the Settlement,
24 Defendants shall cause:

- 25 a) the Benefit Checks to be provided to Class Members (other than
26 Successful Opt-Outs) in accordance with the terms of the Agreement;

1 b) the aggregate Attorney Fee Award and Litigation Cost Award
2 made in Paragraph 11 above to be disbursed to Class Counsel in accordance
3 with the terms of the Agreement; and

4 c) the Representative Plaintiffs Award made in Paragraph 12 above
5 to be disbursed to Representative Plaintiffs Barbara Waldrup, Becky Reaster,
6 and Rebecca Murphy in accordance with the terms of the Agreement.

7 14. The Action and all claims against all Defendants are hereby dismissed on
8 the merits and with prejudice, and the Clerk is directed to enter the Judgment to that
9 effect in the Action. The judgment shall be without costs to any Party except as
10 expressly awarded herein.

11 15. Representative Plaintiffs Barbara Waldrup, Becky Reaster, and Rebecca
12 Murphy, Plaintiffs' Counsel, and each Class Member (except those who are Successful
13 Opt-Outs and appear on Exhibit A) shall be forever bound by this Order and the
14 Agreement, including the Release and covenants not to sue set forth in paragraphs
15 4.01 to 4.03 of the Agreement providing as follows:

16 4.01 Upon Final Approval, Representative Plaintiffs
17 Barbara Waldrup, Becky Reaster, and Rebecca Murphy and each Class
18 Member who is not a Successful Opt-out, and each of their respective
19 co-borrowers, co-applicants, spouses, children, executors,
20 representatives, guardians, wards, heirs, estates, successors,
21 predecessors, next friends, joint tenants, tenants in common, tenants
22 by the entirety, co-borrowers, co-obligors, co-debtors, legal
23 representatives, attorneys, agents, and assigns, and all those who claim
24 through them or who assert claims (or could assert claims) on their
25 behalf, and each of them (collectively and individually, the "Releasing
26 Persons"), will be deemed to have completely released and forever
27 discharged Defendants, Countrywide, LandSafe, each of the Fee Panel
28 Appraisers and Staff Appraisers who prepared the appraisals at issue

1 in the Consolidated Actions, each of the brokers, builders or sellers
2 who arranged or were involved with the Loans or the transactions
3 underlying the Loans, any person, entity or trust that held or holds an
4 interest in the Loans, and each of Defendants’ past, present, and future
5 parents, predecessors, successors, partners, assigns, subsidiaries,
6 affiliates, divisions, owners, shareholders, officers, directors, vendors,
7 employees, attorneys, insurers, and agents (alleged or actual)
8 (collectively and individually, the “Released Persons”), from any claim,
9 right, demand, charge, complaint, action, cause of action, obligation,
10 or liability of any and every kind—including without limitation (i) those
11 known or unknown or capable of being known, (ii) those which are
12 unknown but might be discovered or discoverable based upon facts
13 other than or different from those facts known or believed at this time,
14 including facts in the possession of and concealed by any Released
15 Person, (iii) those accrued, unaccrued, matured or not matured from
16 the beginning of the world until today; and (iv) those asserted by any
17 of Representative Plaintiffs Barbara Waldrup, Becky Reaster, and
18 Rebecca Murphy, whether individually or on behalf of any class or
19 putative class, in the Consolidated Actions (collectively, the “Released
20 Rights”)—that arise out of and/or in any way concern (a) Released
21 Rights that were asserted, or attempted to be asserted, in the
22 Consolidated Actions; (b) appraisals obtained by LSA in connection
23 with a mortgage loan application made to Countrywide during the
24 Class Period, including without limitation all claims in any way
25 concerning (i) conduct, acts, disclosures (written or oral),
26 representations, and/or omissions by any of the Released Parties
27 relating to appraisals or appraisal-related services; (ii) any practice,
28 policy, and/or procedure of any of the Released Parties challenged in

1 the Consolidated Actions in any way concerning appraisals or
2 appraisal-related services; (iii) conduct, acts, disclosures (written or
3 oral), representations, and/or omissions by any of the Released Parties
4 relating to the content, character, quality, fitness, cost, USPAP-
5 compliance, or valuation of any appraisals or appraisal-related services;
6 (iv) conduct, acts, disclosures (written or oral), representations, and/or
7 omissions by any of the Released Parties relating to the charging or
8 collection of any fees, charges or other amounts for appraisals or
9 appraisal-related services; and (v) appraisal or appraisal-related services
10 obtained from LandSafe; (c) all claims asserted or that could have been
11 asserted in the Consolidated Actions; (d) any claim or theory that any
12 act or omission by any of the Released Parties in connection with the
13 making of or application for any of the Loans in any way relating to
14 appraisals or appraisal-related services violates or violated any statute,
15 regulation, law, USPAP or any other professional standard, and/or
16 contract; (e) any claim or theory that Defendants (or any of them) are
17 liable, whether directly or indirectly, for the conduct, acts and/or
18 omissions of any appraiser who performed or prepared any of
19 appraisals obtained from LandSafe in connection with the making of
20 or application for any of the Loans; and (f) any violation and/or alleged
21 violation of state and/or federal law, whether common law or
22 statutory, arising from or relating to the conduct, acts and/or
23 omissions described in this paragraph or alleged or described in the
24 Consolidated Actions. This Release shall be included as part of any
25 judgment, so that all released claims and rights shall be barred by
26 principles of res judicata, collateral estoppel, and claim and issue
27 preclusion.

28 4.02 Upon Final Approval, the Releasing Persons each will

1 waive and release any and all provisions, rights, and benefits conferred
2 either (a) by Section 1542 of the California Civil Code, or (b) by any
3 law of any state or territory of the United States, or principle of
4 common law, which is similar, comparable, or equivalent to section
5 1542 of the California Civil Code, with respect to the claims released
6 pursuant to the paragraph above. Section 1542 of the California Civil
7 Code reads: “A general release does not extend to claims that the
8 creditor or releasing party does not know or suspect to exist in his or
9 her favor at the time of executing the release and that, if known by him
10 or her, would have materially affected his or her settlement with the
11 debtor or released party.” Whether a beneficiary of California law or
12 otherwise, Representative Plaintiffs Barbara Waldrup, Becky Reaster,
13 and Rebecca Murphy and each of the Releasing Persons agree and
14 acknowledge that he or she may hereafter discover facts other than or
15 different from those that he or she knows or believes to be true with
16 respect to the subject matter of the claims released pursuant to the
17 terms of paragraph 4.01 above, but each of those individuals expressly
18 agree that, upon entry of the final judgment, he and she shall have
19 waived and fully, finally, and forever settled and released any known
20 or unknown, suspected or unsuspected, asserted or unasserted,
21 contingent or non-contingent claim with respect to the claims released
22 pursuant to paragraph 4.01 above, whether or not concealed or hidden,
23 without regard to subsequent discovery or existence of such different
24 or additional facts.

25 4.03 Upon Final Approval and Class Counsel’s receipt of
26 the Attorney Fee/Litigation Cost Award, if any, made by the Court,
27 Class Counsel, for themselves and upon behalf of each of his, her, or
28 their present and former owners, predecessors, successors, partners,

1 shareholders, agents (alleged or actual), experts, representatives,
2 employees and affiliates (“Attorney Releasers”), will unconditionally
3 and irrevocably remise, waive, satisfy, release, acquit, and forever
4 discharge each of the Defendants and Released Parties from any and
5 all right, lien, title or interest in any attorneys’ fee or award or any claim
6 for reimbursement of costs in connection with the Consolidated
7 Actions or the Released Rights, except as otherwise provided in this
8 Agreement.

9 16. The Release set forth in paragraph 15 above and in the Agreement shall
10 have res judicata and other preclusive effect in all pending and future claims, lawsuits,
11 other proceedings maintained by or on behalf of Representative Plaintiffs Barbara
12 Waldrup, Becky Reaster, and Rebecca Murphy, Class Members (except the Successful
13 Opt-Outs), and all Releasing Persons with respect to matters and claims that are
14 encompassed within the scope of the Release, as embodied in paragraphs 4.01 to 4.03
15 of the Agreement.

16 17. Defendants and any and all Released Persons are hereby released and
17 forever discharged by Representative Plaintiffs Barbara Waldrup, Becky Reaster, and
18 Rebecca Murphy, Class Members (except the Successful Opt-Outs), and all Releasing
19 Persons from all matters and claims within the scope of the Release, as embodied in
20 paragraphs 4.01 to 4.03 of the Agreement.

21 18. All objections, including the Allen, Mack, Fineout, Harper and Garland
22 objections submitted in connection with the Settlement of this matter are considered
23 and overruled in their entirety, for the reasons stated on the record at the final approval
24 hearing.

25 19. Representative Plaintiffs Barbara Waldrup, Becky Reaster, and Rebecca
26 Murphy, Plaintiffs’ Counsel, Class Counsel, and each and every Class Member who is
27 not a Successful Opt-Out are permanently enjoined from bringing, joining, assisting in,
28 or continuing to prosecute against any Defendant or any Released Person any claim

1 that was brought in the Consolidated Actions or for which a release and covenant not
2 to sue is being given under the Agreement.

3 20. This Order, the Agreement, any document referred to in this Order, any
4 action taken to carry out this Order, any negotiations or proceedings related to any
5 such documents or actions, and the carrying out of and entering into the terms of the
6 Agreement, shall not be construed as, offered as, received as or deemed to be
7 evidence, impeachment material, or an admission or concession with regard to any
8 fault, wrongdoing or liability on the part of any Defendant or as to the appropriateness
9 or permissibility of the certification of any class against any party in this or in any other
10 action, or in any other judicial, administrative, regulatory action or other proceeding;
11 provided, however, this Order may be filed in any action or proceeding against or by
12 any of the parties to enforce the Agreement or to support a defense of *res judicata*,
13 collateral estoppel, release, accord and satisfaction, good faith settlement, judgment bar
14 or reduction, or any theory of claim preclusion or issue preclusion or similar defense
15 or counterclaim.

16 21. The Parties may, by mutual agreement, amend, modify or expand the
17 provisions of the Agreement, including all exhibits thereto, subject to the conditions
18 and limitations as set forth in the Agreement.

19 22. In the event that Final Approval is not achieved for any reason, then the
20 Agreement, this Order, the certification of the Settlement Class and all other terms
21 herein, together with any other orders or rulings arising from or relating to the
22 Agreement, shall be rendered null and void and be vacated.

23 23. Except as expressly provided for in this Order, the Settlement Agreement
24 shall govern all matters incident to the administration of the Settlement hereafter,
25 including as to deadlines, until further order of this Court or agreement of the Parties.

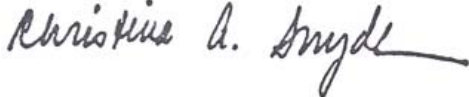
26 24. Without in any way affecting the finality of this Order and Judgment for
27 purposes of appeal, this Court hereby retains jurisdiction as to all matters relating to
28

1 the interpretation, administration, implementation, effectuation and/or enforcement
2 of the Agreement and this Order.

3 25. Pursuant to Federal Rule of Civil Procedure 41(a), the Consolidated
4 Actions are hereby dismissed with prejudice and, except as expressly set forth herein,
5 without costs or attorneys' fees as to any party.

6 **IT IS SO ORDERED.**

7
8 Dated: July 16, 2020



9 HON. CHRISTINA A. SNYDER
10 UNITED STATES DISTRICT JUDGE

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