

UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA WESTERN DIVISION

BARBARA WALDRUP,  
individually and on behalf of others similarly situated,  
Plaintiff,

v.

COUNTRYWIDE FINANCIAL  
CORPORATION, et al.,  
Defendants.

Case No. 2: 13-cv-08833-CAS-AGR  
(Consolidated with Case No. 2:16-cv-  
04166-CAS-AGR)

BECKIE REASTER, REBECCA MURPHY,  
individually and on behalf of others similarly situated,  
Plaintiffs,

v.

COUNTRYWIDE FINANCIAL  
CORPORATION, et al.,  
Defendants.

Case No. 2: 16-cv-04166-CAS-AGR  
(Consolidated with Case No. 2:13-cv-  
08833-CAS-AGR)

NOTICE OF PENDENCY OF CLASS ACTION  
PROPOSED SETTLEMENT AND COURT  
APPROVAL HEARING

TO: All residents of the United States who, during the period of January 1, 2003, through December 31, 2008, made a mortgage Loan application to Countrywide Home Loans, Inc., in connection with which LandSafe Appraisal Services, Inc. obtained an appraisal, excepting those who previously excluded themselves from the Class under the procedures set forth in Paragraph 12 of the prior Notice mailed in or around January 2019.

**THIS IS A COURT APPROVED NOTICE. PLEASE READ THIS NOTICE CAREFULLY, AS THE PROPOSED SETTLEMENT DESCRIBED BELOW MAY AFFECT YOUR LEGAL RIGHTS AND PROVIDE YOU POTENTIAL BENEFITS. THIS IS NOT A NOTICE OF A LAWSUIT AGAINST YOU OR A SOLICITATION FROM A LAWYER.**

**I. WHAT IS THE PURPOSE OF THIS NOTICE?**

The purpose of this Notice is (i) to advise you of a proposed settlement (referred to as the “Settlement”) of the above-captioned consolidated lawsuits (the “Action”) pending against Countrywide Financial Corporation, Countrywide Home Loans, Inc., Countrywide Bank, N.A. (collectively, “Countrywide”), Bank of America Corporation, LandSafe, Inc., and LandSafe Appraisal Services, Inc. (“LSA”) (collectively, “Defendants”) in the United States District Court for the Central District of California (the “Court”); (ii) to summarize your rights in connection with the Settlement; and (iii) to inform you of a Court hearing to consider whether to grant Final Approval of the Settlement, to be held on Monday, July 13, 2020, at 10:00 a.m. before the Honorable Christina A. Snyder, United States District Judge of the United States District Court for the Central District of California, located at 350 W 1st St., Los Angeles, CA, 90012.

**II. WHAT IS THE ACTION ABOUT?**

Plaintiffs Barbara Waldrup, Elizabeth Williams, Beckie Reaster, and Rebecca Murphy filed two lawsuits against Defendants in 2013 and 2016, respectively. In their complaints, Plaintiffs allege that they applied for home mortgage Loans from Countrywide, or affiliated entities, and that Countrywide ordered a property appraisal from LSA and charged Plaintiffs fees for those appraisals. Plaintiffs allege that the appraisals were not valid because they were not prepared in conformity with the Uniform Standards of Professional Appraisal Practice and Plaintiffs would not have paid the appraisal fees if they had known this information.

On February 6, 2017, the Court entered an order certifying the Action as a class action, and specifically certifying a Nationwide Class defined as “all residents of the United States of America who, during the period of January 1, 2003, through December 31, 2008, obtained an appraisal from LandSafe in connection with a Loan originated by Countrywide,” and a Texas Class defined as “all residents of the State of Texas who, during the period January 1, 2003, through December 31, 2008, obtained an appraisal from LandSafe in connection with a Loan originated by Countrywide.” The claims certified for class action treatment consisted of a claim for alleged violation of the federal Racketeer Influenced and Corrupt Organizations Act on behalf of the Nationwide Class and a claim for unjust enrichment under the common law of Texas on behalf of the Texas Class.

Defendants deny that Class certification was or remains appropriate (except for purposes of the proposed Settlement), deny that the certifications of compliance with the Uniform Standards of Appraisal Practice were false, deny that they acted unlawfully, and assert various legal and factual defenses against Plaintiffs’ claims.

The parties reached a Settlement before the Court resolved the claims and defenses of the parties in the Action. Therefore, the Court never resolved whether Defendants did anything wrong.

This Notice should not be understood as an expression of any opinion by the Court as to the merits of the Plaintiff’s claims or Defendant’s defenses. Plaintiffs and Defendants recognize that to resolve these and other important issues would be time-consuming, uncertain, and expensive, which is part of the reason for the Settlement.

### III. WHO IS PART OF THE PROPOSED SETTLEMENT?

Plaintiffs and Defendants have entered into an agreement to settle the Action (the “Settlement Agreement”). The Court has preliminarily approved the Settlement Agreement as fair, reasonable, and adequate. The Court will hold the final Court Approval Hearing, as described below, to consider whether to make the Settlement final.

You are a Class Member if, during the period of January 1, 2003, through December 31, 2008, you made a mortgage Loan application to Countrywide, in connection with which LSA obtained an appraisal, unless you successfully exclude yourself from the Class. This criteria for Class membership in the Class is intended to include the persons whom the Court originally defined as part of the Nationwide Class and Texas Class described above. It also includes all persons, including the Plaintiffs, who made any inquiry, expressed an interest in, or applied for credit from Countrywide during the time period, including but not limited to applications within the meaning of the Equal Credit Opportunity Act, so long as LSA obtained an appraisal in connection with it.

If you received a postcard about the proposed Settlement in the mail, then you meet these criteria and are a Class Member according to Defendant’s records. Further, if you have received more than one copy of this Notice in the mail, then that may be because you are a member of the Class as to more than one qualifying Loan or Loan application. In that event, you may, as discussed below, receive the benefits of the Settlement or take other actions with respect to the Settlement as to each Loan that qualifies you as a member of the Class. If you were a co-borrower, co-applicant, or co-obligor on a qualifying Loan, then you and your co-borrower(s), co-applicant(s), and/or co-obligor(s) will be treated as a single member of the Class for purposes of the proposed Settlement.

### IV. WHAT ARE THE KEY TERMS OF THE PROPOSED SETTLEMENT?

The key terms of the proposed Settlement are as follows.

1. **Settlement Amount.** Defendants have agreed to pay two hundred and fifty million dollars (\$250,000,000.00) as the total and maximum dollar amount they will be obligated to pay if the Court grants Final Approval and all other contingencies are met. This amount includes all payments (i) to members of the Class in exchange for the Release (as described below), (ii) to the Plaintiffs as Class Representative Awards (as described below), and (iii) to the Plaintiff’s attorneys for attorneys’ fees and litigation costs actually incurred in the Action (as described below). This amount does not include an additional maximum of two million, five hundred thousand dollars (\$2,500,000.00) Defendants have agreed to pay the Settlement Administrator for the costs of administering the Settlement, mailing the Postcard Notice to Class Members, publishing notice of the Settlement, providing the Benefit Checks to eligible Class Members, responding to inquiries from Class Members, and providing other Settlement administration services.
2. **Settlement Benefit.** Each member of the Class who has not excluded himself or herself from the Class will be eligible to receive a check (“Benefit Check”) in an amount that represents a percentage of the appraisal fee assessed in connection with his, her, or their mortgage Loan or Loan application, excepting only that, if Defendants’ records about the amount of the appraisal fee assessed on a Loan are not available or are unreliable, then the Benefit Check will be for \$25.00. You do not need to contact anyone or submit any information to

receive a Benefit Check. At present, the estimated percentage is 22%, meaning that if the appraisal fee assessed in connection with your Loan was \$500.00 (the actual assessed amount could be higher or lower) , then the Benefit Check will be in the amount of \$110.00. The actual percentage used for Benefit Checks if the Settlement is approved may be higher or lower.

The Benefit Checks will be paid exclusively from, and not in addition to, the Settlement Amount. The amount of the Benefit Checks could increase or decrease based on the factors set forth in the Settlement Agreement. As noted, if you are a Class Member with respect to more than one qualifying appraisal, you will be eligible to receive a Benefit Check for each appraisal.

3. **Release.** Plaintiffs and all Class Members who have not excluded themselves from the Class will release certain claims against the Defendants, their affiliates, certain predecessors and successors, and other parties set forth in the Settlement Agreement. This is referred to as the “Release.” Generally speaking, the Release will prevent any Class Member from bringing any lawsuit or making any claims that Defendants violated the law in connection with any property appraisals or appraisal-related services, or any other claims sufficiently related to those claims that could have been asserted in the Action. The terms of the Release, as set forth in the Settlement Agreement, can be found in the Addendum at the end of this Notice.

The Release, as set forth in Paragraphs 4.01 through 4.03 of the Settlement Agreement and the Addendum to this Notice, will be effective as to every Class Member who has not excluded himself or herself from the Class, regardless of whether or not that Class Member receives or cashes a Benefit Check.

4. **Attorney Fee/Litigation Cost and Class Representative Awards.** The Court will determine the amount of attorneys’ fees and litigation costs to award to Plaintiffs’ Counsel from the Settlement Amount for investigating the facts and law in the Action, litigating the Action since 2013, and negotiating the proposed Settlement of the Action. Plaintiffs’ Counsel will ask the Court to award them attorneys’ fees and litigation costs from the Settlement Amount in the amount not to exceed \$62,500,000.00 (or 25% of the Settlement Amount). Plaintiffs’ Counsel will also ask the Court to award the Representative Plaintiffs (Ms. Waldrup, Ms. Reaster, and Ms. Murphy) an amount of up to \$15,000.00 each from the Settlement Amount for their services to the Class. Plaintiffs’ Counsel will make their request in a motion for attorneys’ fees and litigation costs to be filed with the Court at least 60 days before the Court Approval Hearing. After the motion for attorneys’ fees and litigation costs is filed, copies will be available from Class Counsel, from the Court docket, or at [www.WaldrupWilliamsAppraisalLawsuit.com](http://www.WaldrupWilliamsAppraisalLawsuit.com).

Any attorneys’ fees, litigation costs, or award to the class representatives approved by the Court will be paid by Defendants exclusively from (and not in addition to) the Settlement Amount.

5. **Settlement Administration.** In addition to the Settlement Amount, Defendants have agreed to pay costs of administering the Settlement up to a maximum of two million, five hundred thousand dollars (\$2,500,000.00). In the event that the costs of administering the Settlement exceed that amount, the excess shall be paid exclusively from the Settlement Amount prior to the computation of the amount of the Benefit Checks due under the Settlement.
6. **Dismissal of the Action.** If the Settlement is approved by the Court and becomes final, the action will be dismissed with prejudice. Benefit Checks will be provided to eligible Class Members, and no recovery to the Class will be available other than the one set forth in this Notice and in the Settlement Agreement. If the Settlement is not approved by the Court or does not become final for any reason, the Action will continue, and Class Members will not be entitled to receive a Benefit Check.

SECTIONS IV. 1–6 ABOVE PROVIDE ONLY A GENERAL SUMMARY OF THE TERMS OF THE PROPOSED SETTLEMENT. YOU CAN REVIEW THE SETTLEMENT AGREEMENT ITSELF FOR MORE INFORMATION ABOUT THE EXACT TERMS OF THE SETTLEMENT. THE SETTLEMENT AGREEMENT IS AVAILABLE AT [www.WaldrupWilliamsAppraisalLawsuit.com](http://www.WaldrupWilliamsAppraisalLawsuit.com) OR FROM CLASS COUNSEL.

## V. WHO REPRESENTS THE SETTLEMENT CLASS?

The Court has appointed the attorneys from the following law firms to act as counsel for the Class (referred to as “Class Counsel” or “Plaintiffs’ Counsel”) for purposes of the proposed Settlement:

Roland Tellis  
Daniel Alberstone  
Mark Pifko  
Evan Zucker  
Baron & Budd, P.C.  
15910 Ventura Boulevard, Suite 1600  
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Tel.: (818) 839-2333  
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1918 3rd Avenue, Suite 3300  
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Pasadena, CA 91101  
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## VI. WHAT ARE THE REASONS FOR THE PROPOSED SETTLEMENT?

Plaintiffs and Defendants agreed on all of the terms of the proposed Settlement through extensive arm’s length negotiations between Plaintiffs’ Counsel and Counsel for the Defendants, with the able assistance of a court-appointed, third-party Mediator, Eric Green of Resolutions, LLC. The parties have entered into the proposed Settlement after weighing the benefits of the Settlement against the probabilities of success or failure in the Action, and against the delays that would be likely if the Action proceeded to trial and, after trial, to appeal.

Plaintiffs and Plaintiffs’ Counsel have concluded that the proposed Settlement provides substantial benefits to the Class, avoids prolonged litigation, and is in the best interests of the Class. Plaintiffs and Plaintiffs’ Counsel have concluded that the proposed Settlement is fair, reasonable, and adequate.

Defendants firmly deny any wrongdoing and any liability whatsoever, but believe that it is in their best financial interest to settle the Action on the terms set forth in the Settlement Agreement in order to avoid further expense, uncertainty, inconvenience, and business disruption as a result of the Action.

## VII. WHAT DO YOU NEED TO KNOW AND DO NOW?

***YOU CAN PARTICIPATE IN THE SETTLEMENT.*** You do not need to do anything in order to participate in the Settlement and be eligible to receive the Benefit Check described in this Notice. If you do nothing, you will be represented by Plaintiffs and Plaintiffs’ Counsel. You will not be billed for their services. Plaintiffs’ Counsel will receive a fee only if the Court approves the Settlement and the fee award, if any, will be set by the Court. If you participate in the Settlement, you will be bound by any judgment or other final disposition of the Action, including the Release set forth in the Settlement Agreement, and will be precluded from pursuing claims against Defendants separately if those claims are within the scope of the Release.

***YOU CAN OPT OUT OF THE SETTLEMENT.*** If you do not wish to be a Class Member, and do not want to participate in the Settlement and receive a Benefit Check, you may exclude yourself from the Class by completing and mailing a notice of intention to opt-out (referred to as an “Opt-Out”) to the following address, postmarked no later than Monday June 15, 2020:

Waldrup v. Countrywide Settlement  
P.O. Box 3727  
Portland, OR 97208-3727

To be treated as valid, an Opt-Out must (a) set forth your full name, current address, and telephone number; (b) contain the address of the property upon which an appraisal bringing you within the scope of the Class was obtained; (c) contain your personal and original signature or the original signature of a person previously authorized by law, such as a trustee, guardian, or person acting under a power of attorney, to act on your behalf (i.e., conformed, reproduced, facsimile, or other non-original signatures are not valid); and (d) unequivocally state your intent to be excluded from the Class, to be excluded from the Settlement, not to participate in the Settlement, and to waive all right to the benefits of the Settlement. Statements generally objecting to the Settlement or to specific terms of the Settlement but which do not clearly express an intent to opt out as set forth above are not valid Opt-Outs. If there is or was a co-obligor, co-borrower, or co-applicant associated with the appraisal that brings you within the scope of the Class, all co-obligors, co-borrowers, or co-applicants must elect to opt out for the Opt-Out to be considered valid. If you are a Class Member as to more than one Loan or Loan application, the Opt-Out may specify that you are opting out as to fewer than all Loans or Loan applications by expressly stating so in the Opt-Out and specifically identifying those as to which you are electing to opt out. In the absence of such specification, the Opt-Out shall be construed as a request to opt-out as to all Loans or Loan applications. No person shall purport to exercise any exclusion rights of any other person, or purport to opt-out Class Members as a group, aggregate, or class involving more than one Class Member, or opt-out more than one Class Member on a single paper, or as an agent or representative; any such purported Opt-Outs shall be void, and the Class Member(s) that is or are the subject of such purported Opt-Out, shall be treated as a Class Member. Opt-Outs for a Class Member may, however, be prepared and mailed by counsel for that Class Member.

***YOU CAN OBJECT OR TAKE OTHER ACTIONS.***

1. ***Objections to the Settlement.*** Any Class Member who has not successfully excluded himself or herself from the Class may object to the approval of the Settlement, to any aspect of the Settlement or the Settlement Agreement, to the application for attorneys' fees and costs, and/or to the application for a Class Representative Award to Plaintiffs. To object, you must properly file any objection in the Action with the Clerk of Court of the United States District Court for the Central District of California on or before Monday, June 15, 2020, and must mail or hand-deliver a copy of the objection to Class Counsel and Counsel for the Defendants at the addresses set forth below by that same date. To be timely, objections that are mailed must be postmarked by Monday, June 15, 2020, and objections that are hand-delivered must be received by the Court, Class Counsels, and Counsel for the Defendants by Monday, June 15, 2020, and, to be valid, each objection must (i) set forth your full name, current address, and telephone number; (ii) contain the address for all properties for which you obtained an appraisal qualifying you as a member of the Class; (iii) state that you object to the Settlement, in whole or in part (and if in part, which part); (iv) set forth a statement of the legal and factual basis for your objection; and (v) provide copies of any documents that you wish to submit in support of your position. In the absence of Court approval, Objections not timely mailed or hand-delivered to the Court, Class Counsel, and Counsel for the Defendants, or which are otherwise invalid, shall not be treated as a valid objection to the Settlement.

In addition, Counsel asserting an Objection on behalf of one or more Class Member(s) shall: (a) file a notice of appearance with the Court before the Objection Deadline; (b) file a sworn declaration with the Court by the Objection Deadline attesting to his, her, or their representation of each Class Member on whose behalf the Objection is filed; (c) file a sworn declaration with the Court by the Objection Deadline stating the number of times during the prior five (5) year period counsel have filed objections to a class action on Settlement on their own behalf or on behalf of a Class Member; and (d) comply with each of the requirements for an Objection set forth above.

2. ***Appearances at the Court Approval Hearing.*** It is not necessary for you to appear at the final Court Approval Hearing. If you have not excluded yourself from the Class and wish to appear and/or speak at the hearing, whether personally or through a lawyer, then you must properly file a Notice of Appearance in the Action with the Clerk of Court of the United States District Court for the Central District of California, and you must mail or hand-deliver a copy of the Notice of Appearance to Class Counsel and Counsel for the Defendants at the addresses set forth hereafter, by Monday, June 15, 2020. If you choose to participate at the hearing, you will not be permitted to raise matters that you could have, but did not raise in a properly submitted and valid objection (as described above) with the Court's approval.

3. ***Other Motions or Submissions Concerning the Action or the Settlement.*** It is not necessary for you to submit any motion concerning the Action or Settlement to the Court. If you have not excluded yourself from the Settlement and want to submit a motion to the Court concerning the Settlement or the Action, however, then you must properly file a motion, together with all supporting documents, in the Action with the Clerk of Court of the United States District Court for the Central District of California, and must mail or hand-deliver a copy of the motion, together with all supporting documents, to Class Counsel and Counsel for the Defendants at the addresses set forth hereafter by Monday, June 15, 2020.

## VIII. WHAT WILL HAPPEN AT THE FINAL COURT APPROVAL HEARING?

The Court will hold the final Court Approval Hearing in Courtroom 8D of the First Street U.S. Courthouse, located at 350 W 1st St., Los Angeles, California, 90012, on Monday, July 13, 2020, at 10:00 a.m. At that time, the Court will determine, among other things, (i) whether the Settlement should be finally approved as fair, reasonable, and adequate, (ii) whether the Action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement, (iii) whether Class Members should be bound by the Release set forth in the Agreement, (iv) whether Class Members should be subject to a permanent injunction that, among other things, bars Class Members from filing, commencing, prosecuting, intervening in, or participating in (as Class members or otherwise) any lawsuit, claim, demand, or proceeding in any jurisdiction that is based on or related to, directly or indirectly, matters within the scope of the Release, (v) the amount of attorneys' fees and costs to be awarded to Plaintiffs' Counsel, if any, and (vi) the amount of the award to be made to Plaintiffs for their services as class representatives, if any. The Court approval hearing may be postponed, adjourned, or continued by Order of the Court without further notice to the Class.

## IX. HOW CAN YOU GET ADDITIONAL INFORMATION ABOUT THE ACTION, THE PROPOSED SETTLEMENT, THE SETTLEMENT AGREEMENT, OR THE NOTICE?

The descriptions of the Action, the Settlement, and the Settlement Agreement in this Notice are only a general summary. In the event of a conflict between this Notice and the Settlement Agreement, the terms of the Settlement Agreement control. All papers filed in this Action, including the full Settlement Agreement, are available for you to inspect and copy (at your cost) at the office of the Clerk of Court or online through PACER. A copy of the Settlement Agreement also may be obtained from Class Counsel by contacting them at the addresses or telephone numbers set forth in Section V, or downloaded from [www.WaldrupWilliamsAppraisalLawsuit.com](http://www.WaldrupWilliamsAppraisalLawsuit.com). Any questions concerning this Notice, the Settlement Agreement, or the Settlement may be directed to Class Counsel. You may also seek the advice and counsel of your own attorney, at your own expense, if you desire.

DO NOT WRITE OR TELEPHONE THE COURT, THE CLERK'S OFFICE, OR DEFENDANTS WITH ANY QUESTIONS ABOUT THIS NOTICE, THE SETTLEMENT, OR THE SETTLEMENT AGREEMENT.

## X. WHAT ARE THE ADDRESSES YOU MAY NEED?

### Class Counsel:

Roland Tellis  
Daniel Alberstone  
Mark Pifko  
Evan Zucker  
Baron & Budd, P.C.  
15910 Ventura Boulevard, Suite 1600  
Encino, CA 91436  
Tel.: (818) 839-2333  
[dalberstone@baronbudd.com](mailto:dalberstone@baronbudd.com)  
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[mpifko@baronbudd.com](mailto:mpifko@baronbudd.com)  
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[steve@hbsslaw.com](mailto:steve@hbsslaw.com)  
Christophe R. Pitoun  
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Pasadena, CA 91101  
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[christopherp@hbsslaw.com](mailto:christopherp@hbsslaw.com)

### Defendants' Counsel:

Thomas M. Hefferon  
Brooks R. Brown  
Goodwin Procter LLP  
1900 N St., NW  
Washington, DC 20036

Douglas A. Thompson  
Bryan Cave Leighton Paisner LLP  
120 Broadway, Suite 300  
Santa Monica, CA 90401-2386

### Settlement Administrator:

Epiq Global, INC.  
P.O. Box 3727  
Portland, OR 97208-3727

## ADDENDUM

As noted in Section IV of the Notice, the terms of the Release, as embodied in Paragraphs 4.1 to 4.3 of the Settlement Agreement, are reproduced below.

4.1 Upon Final Approval, Representative Plaintiffs and each Class Member who is not a Successful Opt-out, and each of their respective co-borrowers, co-applicants, spouses, children, executors, representatives, guardians, wards, heirs, estates, successors, predecessors, next friends, joint tenants, tenants in common, tenants by the entirety, co-borrowers, co-obligors, co-debtors, legal representatives, attorneys, agents, and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf, and each of them (collectively and individually, the "Releasing Persons"), will be deemed to have completely released and forever discharged Defendants, Countrywide, LandSafe, each of the Fee Panel Appraisers and Staff Appraisers who prepared the appraisals at issue in the Consolidated Actions, each of the brokers, builders or sellers who arranged or were involved with the Loans or the transactions underlying the Loans, any person, entity or trust that held or holds an interest in the Loans, and each of Defendants' past, present, and future parents, predecessors, successors, partners, assigns, subsidiaries, affiliates, divisions, owners, shareholders, officers, directors, vendors, employees, attorneys, insurers, and agents (alleged or actual) (collectively and individually, the "Released Persons"), from any claim, right, demand, charge, complaint, action, cause of action, obligation, or liability of any and every kind, including without limitation (i) those known or unknown or capable of being known; (ii) those which are unknown but might be discovered or discoverable based upon facts other than or different from those facts known or believed at this time, including facts in the possession of and concealed by any Released Person; (iii) those accrued, unaccrued, matured, or not matured from the beginning of the world until today; and (iv) those asserted by any of Representative Plaintiffs, whether individually or on behalf of any class or putative class, in the Consolidated Actions (collectively, the "Released Rights") that arise out of and/or in any way concern (a) Released Rights that were asserted, or attempted to be asserted, in the Consolidated Actions; (b) appraisals obtained by LSA in connection with a mortgage loan application made to Countrywide during the Class Period, including without limitation all claims in any way concerning [i] conduct, acts, disclosures (written or oral), representations, and/or omissions by any of the Released Parties relating to appraisals or appraisal-related services; [ii] any practice, policy, and/or procedure of any of the Released Parties challenged in the Consolidated Actions in any way concerning appraisals or appraisal-related services; [iii] conduct, acts, disclosures (written or oral), representations, and/or omissions by any of the Released Parties relating to the content, character, quality, fitness, cost, USPAP-compliance, or valuation of any appraisals or appraisal-related services; [iv] conduct, acts, disclosures (written or oral), representations, and/or omissions by any of the Released Parties relating to the charging or collection of any fees, charges, or other amounts for appraisals or appraisal-related services; and [v] appraisal or appraisal-related services obtained from LandSafe; (c) all claims asserted or that could have been asserted in the Consolidated Actions; (d) any claim or theory that any act or omission by any of the Released Parties in connection with the making of or application for any of the Loans in any way relating to appraisals or appraisal-related services violates or violated any statute, regulation, law, USPAP or any other professional standard, and/or contract; (e) any claim or theory that Defendants (or any of them) are liable, whether directly or indirectly, for the conduct, acts and/or omissions of any appraiser who performed or prepared any of appraisals obtained from LandSafe in connection with the making of or application for any of the Loans; and (f) any violation and/or alleged violation of state and/or federal law, whether common law or statutory, arising from or relating to the conduct, acts and/or omissions described in this paragraph or alleged or described in the Consolidated Actions. This Release shall be included as part of any judgment, so that all released claims and rights shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion.

4.2 Upon Final Approval, the Releasing Persons each will waive and release any and all provisions, rights, and benefits conferred either (a) by Section 1542 of the California Civil Code, or (b) by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to section 1542 of the California Civil Code, with respect to the claims released pursuant to the paragraph above. Section 1542 of the California Civil Code reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Whether a beneficiary of California law or otherwise, Representative Plaintiffs and each of the Releasing Persons agree and acknowledge that he or she may hereafter discover facts other than or different from those that he or she knows or believes to be true with respect to the subject matter of the claims released pursuant to the terms of paragraph 4.1 above, but each of those individuals expressly agree that, upon entry of the final judgment, he and she shall have waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim with respect to the claims released pursuant to paragraph 4.1 above, whether or not concealed or hidden, without regard to subsequent discovery or existence of such different or additional facts.

4.3 Upon Final Approval and Class Counsel's receipt of the Attorney Fee/Litigation Cost Award, if any, made by the Court, Class Counsel, for themselves and upon behalf of each of his, her, or their present and former owners, predecessors, successors, partners, shareholders, agents (alleged or actual), experts, representatives, employees, and affiliates ("Attorney Releasers"), will unconditionally and irrevocably remise, waive, satisfy, release, acquit, and forever discharge each of the Defendants and Released Parties from any and all right, lien, title, or interest in any attorneys' fee or award or any claim for reimbursement of costs in connection with the Consolidated Actions or the Released Rights, except as otherwise provided in this Agreement.