

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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  
*lead case*

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

**[PROPOSED] FINAL ORDER  
APPROVING SETTLEMENT AND  
DISMISSING ACTION WITH  
PREJUDICE**

Date: July 13, 2020  
Time: 10:00 a.m.  
Dept: 8D (8th Floor)  
Judge: Hon. Christina A Snyder  
350 W. First Street  
Los Angeles, CA 90012

1           **[PROPOSED] FINAL ORDER APPROVING SETTLEMENT AND**  
2                                   **DISMISSING ACTION 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 and Judgment Approving Settlement, Certifying Settlement Class, and  
14 Dismissing Action with Prejudice (“Order”), and are hereby adopted by this Court.  
15 Capitalized terms in this Order shall, unless otherwise defined, have the same meaning  
16 as in the 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.

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

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

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

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

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

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

ACTIVE/101559598.10

1           11. Upon consideration of Class Counsel's application for attorneys' fees and  
2 litigation costs, the aggregate amount of the Attorney Fee Award/Litigation Cost  
3 Award is hereby fixed at  
4 \$ \_\_\_\_\_(\_\_\_\_\_.00). This aggregate award  
5 covers, without limitation, any and all claims for attorneys' fees and litigation costs  
6 incurred by (a) Plaintiffs' Counsel, (b) any other counsel representing (or purporting to  
7 represent) Representative Plaintiffs Barbara Waldrup, Becky Reaster, and Rebecca  
8 Murphy or Class Members (or any of them), and (c) Representative Plaintiffs Barbara  
9 Waldrup, Becky Reaster, and Rebecca Murphy or the Class Members (or any of them)  
10 in connection with or related to any matter in the Consolidated Actions, the  
11 Settlement, the administration of the Settlement, and any of the matters or claims  
12 within the scope of the Release.

13           12. Upon consideration of Representative Plaintiffs Barbara Waldrup, Becky  
14 Reaster, and Rebecca Murphy's application for service awards to them, the amount of  
15 the Representative Plaintiffs Award for Barbara Waldrup, Becky Reaster, and Rebecca  
16 Murphy is hereby fixed at \_\_\_\_\_(\_\_\_\_\_.00).

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

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

21           b) the aggregate Attorney Fee Award and Litigation Cost Award  
22 made in Paragraph 10 above to be disbursed to Class Counsel in accordance  
23 with the terms of the Agreement; and

24           c) the Representative Plaintiffs Award made in Paragraph 11 above  
25 to be disbursed to Representative Plaintiffs Barbara Waldrup, Becky Reaster,  
26 and Rebecca Murphy in accordance with the terms of the Agreement.

27           14. The Action and all claims against all Defendants are hereby dismissed on  
28 the merits and with prejudice, and the Clerk is directed to enter this Judgment to that

ACTIVE/101559598.10

1 effect in the Action. The judgment shall be without costs to any Party except as  
2 expressly awarded herein.

3 15. Representative Plaintiffs Barbara Waldrup, Becky Reaster, and Rebecca  
4 Murphy, Plaintiffs' Counsel, and each Class Member (except those who are Successful  
5 Opt-Outs and appear on a list that is on file with the Court under seal to protect the  
6 privacy of those persons, which list is incorporated herein and made a part hereof)  
7 shall be forever bound by this Order and the Agreement, including the Release and  
8 covenants not to sue set forth in paragraphs 4.01 to 4.03 of the Agreement providing  
9 as follows:

10 4.01 Upon Final Approval, Representative Plaintiffs  
11 Barbara Waldrup, Becky Reaster, and Rebecca Murphy and each Class  
12 Member who is not a Successful Opt-out, and each of their respective  
13 co-borrowers, co-applicants, spouses, children, executors,  
14 representatives, guardians, wards, heirs, estates, successors,  
15 predecessors, next friends, joint tenants, tenants in common, tenants  
16 by the entirety, co-borrowers, co-obligors, co-debtors, legal  
17 representatives, attorneys, agents, and assigns, and all those who claim  
18 through them or who assert claims (or could assert claims) on their  
19 behalf, and each of them (collectively and individually, the "Releasing  
20 Persons"), will be deemed to have completely released and forever  
21 discharged Defendants, Countrywide, LandSafe, each of the Fee Panel  
22 Appraisers and Staff Appraisers who prepared the appraisals at issue  
23 in the Consolidated Actions, each of the brokers, builders or sellers  
24 who arranged or were involved with the Loans or the transactions  
25 underlying the Loans, any person, entity or trust that held or holds an  
26 interest in the Loans, and each of Defendants' past, present, and future  
27 parents, predecessors, successors, partners, assigns, subsidiaries,  
28 affiliates, divisions, owners, shareholders, officers, directors, vendors,

1 employees, attorneys, insurers, and agents (alleged or actual)  
2 (collectively and individually, the “Released Persons”), from any claim,  
3 right, demand, charge, complaint, action, cause of action, obligation,  
4 or liability of any and every kind—including without limitation (i) those  
5 known or unknown or capable of being known, (ii) those which are  
6 unknown but might be discovered or discoverable based upon facts  
7 other than or different from those facts known or believed at this time,  
8 including facts in the possession of and concealed by any Released  
9 Person, (iii) those accrued, unaccrued, matured or not matured from  
10 the beginning of the world until today; and (iv) those asserted by any  
11 of Representative Plaintiffs Barbara Waldrup, Becky Reaster, and  
12 Rebecca Murphy, whether individually or on behalf of any class or  
13 putative class, in the Consolidated Actions (collectively, the “Released  
14 Rights”)—that arise out of and/or in any way concern (a) Released  
15 Rights that were asserted, or attempted to be asserted, in the  
16 Consolidated Actions; (b) appraisals obtained by LSA in connection  
17 with a mortgage loan application made to Countrywide during the  
18 Class Period, including without limitation all claims in any way  
19 concerning (i) conduct, acts, disclosures (written or oral),  
20 representations, and/or omissions by any of the Released Parties  
21 relating to appraisals or appraisal-related services; (ii) any practice,  
22 policy, and/or procedure of any of the Released Parties challenged in  
23 the Consolidated Actions in any way concerning appraisals or  
24 appraisal-related services; (iii) conduct, acts, disclosures (written or  
25 oral), representations, and/or omissions by any of the Released Parties  
26 relating to the content, character, quality, fitness, cost, USPAP-  
27 compliance, or valuation of any appraisals or appraisal-related services;  
28 (iv) conduct, acts, disclosures (written or oral), representations, and/or

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

22 4.02 Upon Final Approval, the Releasing Persons each will  
23 waive and release any and all provisions, rights, and benefits conferred  
24 either (a) by Section 1542 of the California Civil Code, or (b) by any  
25 law of any state or territory of the United States, or principle of  
26 common law, which is similar, comparable, or equivalent to section  
27 1542 of the California Civil Code, with respect to the claims released  
28 pursuant to the paragraph above. Section 1542 of the California Civil



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

19 4.03 Upon Final Approval and Class Counsel’s receipt of  
20 the Attorney Fee/Litigation Cost Award, if any, made by the Court,  
21 Class Counsel, for themselves and upon behalf of each of his, her, or  
22 their present and former owners, predecessors, successors, partners,  
23 shareholders, agents (alleged or actual), experts, representatives,  
24 employees and affiliates (“Attorney Releasers”), will unconditionally  
25 and irrevocably remise, waive, satisfy, release, acquit, and forever  
26 discharge each of the Defendants and Released Parties from any and  
27 all right, lien, title or interest in any attorneys’ fee or award or any claim  
28 for reimbursement of costs in connection with the Consolidated

1           Actions or the Released Rights, except as otherwise provided in this  
2           Agreement.

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

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

15          18.    All objections submitted in connection with the Settlement of this matter  
16          are overruled and/or dismissed in their entirety.

17          19.    Representative Plaintiffs Barbara Waldrup, Becky Reaster, and Rebecca  
18          Murphy, Plaintiffs' Counsel, Class Counsel, and each and every Class Member who is  
19          not a Successful Opt-Out are permanently enjoined from bringing, joining, assisting in,  
20          or continuing to prosecute against any Defendant or any Released Person any claim  
21          that was brought in the Consolidated Actions or for which a release and covenant not  
22          to sue is being given under the Agreement.

23          20.    This Order, the Agreement, any document referred to in this Order, any  
24          action taken to carry out this Order, any negotiations or proceedings related to any  
25          such documents or actions, and the carrying out of and entering into the terms of the  
26          Agreement, shall not be construed as, offered as, received as or deemed to be  
27          evidence, impeachment material, or an admission or concession with regard to any  
28          fault, wrongdoing or liability on the part of any Defendant or as to the appropriateness

ACTIVE/101559598.10

1 or permissibility of the certification of any class against any party in this or in any other  
2 action, or in any other judicial, administrative, regulatory action or other proceeding;  
3 provided, however, this Order may be filed in any action or proceeding against or by  
4 any of the parties to enforce the Agreement or to support a defense of *res judicata*,  
5 collateral estoppel, release, accord and satisfaction, good faith settlement, judgment bar  
6 or reduction, or any theory of claim preclusion or issue preclusion or similar defense  
7 or counterclaim.

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

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

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

18 24. Without in any way affecting the finality of this Order and Judgment for  
19 purposes of appeal, this Court hereby retains jurisdiction as to all matters relating to  
20 the interpretation, administration, implementation, effectuation and/or enforcement  
21 of the Agreement and this Order.

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

25 **IT IS SO ORDERED.**

26  
27 Dated: \_\_\_\_\_, 2020

28  
\_\_\_\_\_  
HON. CHRISTINA A. SNYDER  
UNITED STATES DISTRICT JUDGE

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

ACTIVE/101559598.10