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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

CELEDONIA X. YUE, M.D. and
MAXWELL W. LITT, on behalf of the
class of all others similarly situated, and on
behalf of the General Public,

Plaintiffs,

vs.

CONSECO LIFE INSURANCE
COMPANY,

Defendant.

Case No. CV 11-09506 DSF (SHx)

**FINAL JUDGMENT OF CLASS
ACTION**

1 WHEREAS, Plaintiffs (“Plaintiffs”) and Defendant Conseco Life Insurance
2 Company (“Conseco”) entered into an Amended Stipulation of Settlement with
3 exhibits (collectively, the “Stipulation”), dated as of December 21, 2012, to settle
4 this class action (the “Action”) and capitalized terms in this Final Judgment have
5 the same meaning as the same defined terms in the Stipulation;

6 WHEREAS, the Court (Hon. A. Howard Matz) entered an Order dated
7 March 6, 2013 entitled “Findings and Order Preliminarily Approving the Proposed
8 Settlement of Class Action, Directing the Issuance of Notice of Settlement to the
9 Class, and Scheduling a Fairness Hearing” (“Preliminary Approval Order”)
10 ordering individual notice to Class Members, scheduling a fairness hearing for
11 June 10, 2013 (the “Fairness Hearing”), providing Members of the Damages Class
12 the opportunity to exclude themselves, and providing all Class Members with an
13 opportunity to object to the proposed Settlement;

14 WHEREAS, on April 11, 2013, Plaintiffs filed their Motion for Final
15 Approval of Class Action Settlement and supporting documents (“Motion to
16 Approve Settlement”);

17 WHEREAS, on April 11, 2013, Plaintiffs filed their Motion for an Award of
18 Attorneys’ Fees and Expenses and for an Incentive Award to the Class
19 Representative Yue and supporting documents (the “Fee and Expense Motion”);

20 WHEREAS, after the Parties filed supporting memoranda and other
21 evidence and certain Class Members filed papers, the Court (Hon. Dale S. Fischer)
22 held the Fairness Hearing on June 10, 2013, to determine whether to grant final
23 approval to the proposed Settlement and the Fee and Expense Motion; and

24 WHEREAS, on June 10, 2013, the Court granted the Motion to Approve
25 Settlement as fair, reasonable, and adequate, and subsequently, on July 1, 2013,
26 granted the Fee and Expense Motion, and entered an order confirming such rulings
27 (“Order Approving Settlement”); now, therefore;

28 IT IS ORDERED, ADJUDGED AND DECREED as follows:

1 1. Incorporation of Other Documents. This Final Judgment incorporates
2 and makes a part hereof:

3 a) the Stipulation filed with this Court on March 4, 2013 and the exhibits
4 referenced therein; and

5 b) the findings of fact and conclusions of law entered on the record at the
6 Fairness Hearing; and

7 c) the findings of fact and conclusions of law set forth in the Order
8 Approving Settlement.

9 2. Jurisdiction. The Court has personal jurisdiction over all Class
10 Members (as defined in Paragraph 3 below) and has subject matter jurisdiction
11 over this action, including, without limitation, jurisdiction to dismiss this action on
12 the merits and with prejudice.

13 3. Class. As reflected in the Order Approving Settlement, the Classes
14 certified as part of this Settlement are: (i) under Fed.R.Civ.P. 23(b)(1) and (2) an
15 “Injunctive Relief Class” consisting of owners of all Policies that are In Force on
16 the Election Date and owners of all Surrendered Policies and Lapsed Policies for
17 which the Reinstatement Benefit is timely elected and properly exercised in
18 accordance with Section IV(B)(1) of the Stipulation; and (ii) under Fed.R.Civ.P.
19 23(b)(3), a “Damages Class” consisting of owners of all Surrendered Policies and
20 Lapsed Policies for which the Reinstatement Benefit is not timely elected and
21 properly exercised in accordance with Section IV(B)(1) of the Stipulation, but
22 excludes: (1) Policyholders who timely excluded themselves from the Damages
23 Class as set forth on Exhibit A hereto, and (2) owners of Lapsed Policies and
24 Surrendered Policies as to which the insured died before June 5, 2013, the Election
25 Date.

26 4. Adequacy of Representation. As reflected in the Order Approving
27 Settlement, the Law Offices of Timothy P. Dillon and the law firm of Bonnett,
28 Fairbourn, Friedman & Balint, P.C. (collectively, “Class Counsel”) and Class

1 Representatives Celedonia X. Yue and Maxwell W. Litt (collectively, “Class
2 Representatives”) have fully and adequately represented the Class in the Action
3 and for purposes of entering into and implementing the Settlement and have
4 satisfied the requirements of Fed.R.Civ.P. 23.

5 5. Final Settlement Approval. As reflected in the Order Approving
6 Settlement, the Court has found that the distribution of the Class Notices
7 constituted the best practicable notice to Class Members under the circumstances;
8 that the Class Notices were reasonably calculated, under the circumstances, to
9 apprise Class Members of the terms of the Stipulation, of the opportunity for
10 members of the Damages Class to exclude themselves from the Settlement, of the
11 procedure for doing so, of Class Members’ rights to object to any aspect of the
12 proposed Settlement and of their right to appear at the Fairness Hearing; and that
13 the Class Notices were reasonable and constituted due, adequate, and sufficient
14 notice to all persons entitled to be provided with notice, and otherwise fully
15 satisfied the requirements of the Federal Rules of Civil Procedure (including
16 Fed.R.Civ.P. 23(c)(2) and (e)), the United States Constitution (including the Due
17 Process Clause) and the California Constitution, the Local Rules of the United
18 States District Court for the Central District of California, and any other applicable
19 law. The Court also found that the terms and the provisions of the Stipulation,
20 including all exhibits, have been entered into in good faith and fully and finally
21 approved them as fair, reasonable and adequate as to, and in the best interests of
22 each of, the parties to this Action and the Class Members and in full compliance
23 with all applicable requirements of the Federal Rules of Civil Procedure, the
24 United States Constitution (including the Due Process Clause) and any other
25 applicable law. Additionally, the Court found that the Settlement is not the product
26 of fraud, overreaching, or collusion between the parties.

27 6. Attorneys’ Fees and Expenses and Incentive Award

28 (a) As directed by the Order Approving Settlement, within 15 days from entry of

1 this Final Judgment, Conseco shall deposit the amount of \$ 8,000,000 into an
2 interest bearing escrow account at The Bank of New York Mellon, an independent
3 third party escrow agent, to be held by The Bank of New York Mellon for the
4 benefit of Class Counsel. Within 15 days after the Settlement becomes Final, The
5 Bank of New York Mellon will pay to Class Counsel the total escrow proceeds or
6 such lower amount that is approved as a result of any special and/or further
7 proceedings on remand, together with the interest accrued on such lower amount.
8 Any escrow proceeds in addition to the amount required to be paid to Class
9 Counsel will be paid to Conseco on the same date that payment is made to Class
10 Counsel. If the Settlement does not become Final, the total escrow proceeds will
11 be paid to Conseco within 15 days after the date the Settlement is terminated or a
12 final determination is made that the Settlement will not become Final. This
13 payment of attorneys' fees and reimbursement of expenses to Class Counsel in this
14 Action will include and incorporate their award of attorneys' fees in *Yue v.*
15 *Conseco Life Ins. Co.*, Case No. CV 08-1506 (AHM) ("*Yue I*"), including interest
16 on it, that was determined in this Court's Order dated September 9, 2011 in *Yue I*
17 (the "Fee Award in *Yue I*"). Conseco's payment of the attorneys' fees and
18 expenses in this Action under this Final Judgment fully satisfies the Fee Award in
19 *Yue I*, including interest on it, and all claims for attorneys' fees, expenses and
20 interest thereon that Plaintiff Yue brought or could have brought in *Yue I*.

21 (b) Within 15 days after the Settlement becomes Final, Conseco will pay to
22 Plaintiff Yue an incentive award in the amount of \$10,000.

23 7. Release. The following Release, which is also set forth in Section X
24 of the Stipulation, and the definition of "Released Conduct," which is also set forth
25 in Section II(42) of the Stipulation, are expressly incorporated herein in all
26 respects:

27 (a) As an essential term of this Settlement, Class Members on
28 behalf of themselves and their respective heirs, executors, estates,

1 administrators, successors, assigns, guardians, trustees, and representatives (the
2 “Releasers”) will release Conseco and its past, present and future parent
3 corporations (including intermediate and ultimate parents), subsidiaries,
4 affiliates, predecessors, successors and assigns, and each of their respective
5 past, present and future agents, officers, directors, employees, representatives,
6 attorneys, heirs, administrators, executors, insurers, predecessors, successors
7 and assigns, including any person or entity acting on behalf or at the direction
8 of any of them (the “Releasees”), from all claims for relief, causes of action,
9 suits, petitions, or demands, in law or equity, or any allegations of liability,
10 debts, contracts, agreements, guarantees, obligations, promises, projections,
11 attorneys’ fees (including all claims for attorneys’ fees relating to *Yue I*), costs,
12 interest, or expenses (other than those Conseco has agreed to pay under this
13 Stipulation) that are based upon, related to, or connected with, directly or
14 indirectly, in whole or in part (a) the Released Conduct, and (b) the claims,
15 causes of action, allegations, transactions and subject matters that Plaintiffs
16 raised or could have raised based on or relating to the Released Conduct in the
17 Complaint or *Yue I*.

18 (b) This Release will cover claims that have been or could have
19 been asserted based on or relating to the Released Conduct in the Action or in
20 *Yue I* or in any other action, court, arbitration, tribunal or administrative body
21 (including any state insurance department), regardless of whether those causes
22 of action are based on federal, state or local law, statute, ordinance, regulation,
23 contract, common law, or any other source, and regardless of whether those
24 claims are foreseen or unforeseen, suspected or unsuspected, known or
25 unknown, or fixed or contingent at the time of this Settlement.

26 (c) Releasers will also agree and acknowledge that they will not
27 commence, maintain or assert against the Releasees, either directly or
28 indirectly, derivatively, on their own behalf, or on behalf of any class, the

1 general public or any other person or entity, any claims or causes of action that
2 are based upon, related to, or connected with, directly or indirectly, in whole or
3 in part, (a) the Released Conduct, or (b) the claims, causes of action,
4 allegations, transactions and subject matters that Plaintiffs raised or could have
5 raised based on or relating to the Released Conduct in the Complaint or *Yue I*.

6 (d) In connection with this Release, Releasors will acknowledge
7 that they are releasing both known and unknown and suspected and
8 unsuspected claims and causes of action, and are aware that they could
9 hereafter discover claims or causes of action presently unknown or
10 unsuspected, or facts in addition to or different from those which they now
11 know or believe to be true with respect to the claims, causes of action,
12 transactions, allegations and subject matters in this Action or with respect to
13 the Released Conduct. Nevertheless, it will be the intention of Releasors in
14 entering into this Release to fully, finally and forever settle and release all such
15 claims or causes of action that exist or might have existed (whether or not
16 previously or currently asserted in the Action or *Yue I*).

17 (e) Releasors will expressly acknowledge the existence of principles
18 of law, such as Section 1542 of the Civil Code of the State of California, which
19 provides that “[a] general release does not extend to claims which the creditor
20 does not know or suspect to exist in his favor at the time of executing the
21 release, which if known by him must have materially affected his settlement
22 with the debtor.” Releasors will agree, however, that the provisions of Section
23 1542 and all similar federal or state laws, rights, rules, or legal principles of
24 any other jurisdiction that may be applicable will be knowingly and voluntarily
25 waived and relinquished by them regardless of the law applied to this
26 Stipulation. Releasors will agree and acknowledge that this is an essential term
27 of this Release.

28 (f) Nothing in this Release will be deemed to alter, affect or release

1 in any way: (1) a Class Member’s contractual rights to make a claim for any
2 benefits that are provided for under the terms of any Policy or any rights that a
3 Class Member may have under the terms of this Stipulation; or (2) any future
4 changes in the Settlement COI Rate Scales that do not comply with the terms
5 of this Stipulation; *provided, however*, that this provision will not entitle a
6 Class Member to assert claims or causes of action in the future related to or
7 connected with the Released Conduct or the allegations, transactions and
8 subject matters that Plaintiffs raised in the Complaint or in *Yue I*.

9 (g) Consecoco together with its representatives, agents, attorneys,
10 consultants, predecessors, successors, parents, employees, affiliates and
11 assigns in turn hereby release any and all claims for relief, causes of action,
12 suits, petitions, or demands, in law or equity, or any allegations of liability,
13 debts, contracts, agreements, guarantees, obligations, promises, projections,
14 attorneys’ fees (including all claims for attorneys’ fees relating to *Yue I*), costs,
15 interest, or expenses (other than those Consecoco has agreed to pay under this
16 Stipulation) against Plaintiffs and Plaintiffs’ Counsel and their employees,
17 agents, consultants, partners, law firms, attorneys, predecessors and successors
18 that are based upon, related to, or connected with, directly or indirectly, in
19 whole or in part (a) the Released Conduct and (b) the claims, causes of action,
20 allegations, transactions and subject matters that Plaintiffs raised or could have
21 raised based on or relating to the Released Conduct in the Complaint or *Yue I*
22 and Consecoco waives the protections of California Civil Code Section 1542 and
23 any similar laws.

24 (h) “Released Conduct” means any and all acts, representations,
25 omissions, suggestions, or communications that are related to or connected
26 with (A) the design, development, implementation or administration of the
27 November 2011 COI Rate Scales and all prior COI rate scale changes that
28 Consecoco adopted or made effective for the Policies, including the COI rate

1 scale changes that Conseco adopted or that became effective in or around
2 1997, 2001 and 2002 (the “Released COI Rate Scale Changes”), (B) the
3 design, development, implementation or administration of the Partially
4 Reinstated Per Unit Expense Charges, and (C) any acts, representations,
5 omissions, suggestions or communications in connection with (1) the
6 explanation, description or illustration of the Released COI Rate Scale
7 Changes and/or the Partially Reinstated Per Unit Expense Charges; (2) the
8 application or administration of the Released COI Rate Scale Changes and/or
9 the Partially Reinstated Per Unit Expense Charges; (3) the propriety of the
10 Released COI Rate Scale Changes and/or the Partially Reinstated Per Unit
11 Expense Charges, including the adherence or non-adherence to any guidelines
12 or professional standards; (4) the determination, re-determination, setting or
13 adjustment of the Released COI Rate Scale Changes and/or the Partially
14 Reinstated Per Unit Expense Charges; (5) the COI charges made or applied
15 based on the Released COI Rate Scale Changes and/or the Partially Reinstated
16 Per Unit Expense Charges; (6) the imposition of any surrender charges based
17 on the Released COI Rate Scale Changes and/or the Partially Reinstated Per
18 Unit Expense Charges; (7) the surrender (whether whole or partial), lapse, or
19 termination of any Policy based on the Released COI Rate Scale Changes
20 and/or the Partially Reinstated Per Unit Expense Charges; (8) the tax
21 consequences of any Released COI Rate Scale Change, the Partially Reinstated
22 Per Unit Expense Charges and/or the Settlement or Stipulation, including any
23 payments or credits provided or relief awarded under the Settlement and any
24 tax reporting obligations with respect to it; (9) any claim, allegation or risk that
25 the Released COI Rate Scale Changes and the Settlement COI Rate Scales
26 involve, establish, apply or continue any discrimination in COI rates or do not
27 apply uniformly to all members of the same age, sex and/or premium class;
28 and (10) the effect that any Released COI Rate Scale Changes and/or the

1 Partially Reinstated Per Unit Expense Charges had or may have on a Class
2 Member's elections under his or her Policy and his or her benefits under this
3 Stipulation.

4 8. Permanent Injunction. All Class Members are hereby permanently
5 barred and enjoined from filing, commencing, prosecuting, maintaining,
6 intervening in, participating in or continuing (as class representatives, class
7 members or otherwise), or receiving any benefits from any lawsuit, arbitration,
8 claim or administrative, regulatory or any other proceeding or order in any
9 jurisdiction that is based on or relates to the Released Conduct or the claims or
10 allegations that were raised in the Complaint, this Action or *Yue I*. In addition, all
11 persons are hereby permanently barred and enjoined from filing, commencing,
12 prosecuting or maintaining any other lawsuit as a class action (including by
13 seeking to amend a pending complaint to include class allegations, continuing a
14 previously initiated action, or by seeking class certification in a pending action in
15 any jurisdiction) that is based on or relates to the Released Conduct or the claims
16 or allegations that were raised in the Complaint, this Action or *Yue I*. The Court
17 finds that issuance of this permanent injunction is necessary and appropriate in aid
18 of the Court's jurisdiction over the action and to protect and effectuate this Final
19 Judgment.

20 9. Vacatur of Orders and Judgment. The Court hereby vacates (i) the
21 Order dated January 19, 2011 granting summary judgment against Conseco in *Yue*
22 *I*, (ii) the final judgment entered in *Yue I*, and (iii) the Order dated April 2, 2012
23 entered in this Action. Upon either Party's presentment of this Final Judgment to
24 the Clerk of the Court, the Clerk is instructed to vacate the Order dated January 19,
25 2011, and the Final Judgment in *Yue I* (*Yue v. Conseco Life Ins. Co.*, Case No. CV
26 08-1506 (AHM)), and the Order dated April 2, 2012 in this Action.

27 10. Enforcement of Settlement. Nothing in this Final Judgment shall
28 preclude any action to enforce the terms of the Stipulation.

1 11. Modification of Stipulation. As set forth in Section XIV(A) of the
2 Stipulation, the Parties may, by written agreement, amend, modify, or expand the
3 terms and provisions of the Stipulation and its implementing documents without
4 notice to the Class or approval from the Court, provided that such changes are
5 consistent with this Final Judgment.

6 12. Retention of Jurisdiction. Except as set forth in Section IV(A)(3)(d)
7 of the Stipulation, this Court expressly retains exclusive jurisdiction as to all
8 matters relating to the administration, consummation, enforcement and
9 interpretation of the Stipulation and of this Final Judgment, and for any other
10 necessary purpose, including, without limitation:

- 11 (a) enforcing the terms and conditions of the Stipulation and resolving
12 any disputes, claims or causes of action that, in whole or in part, are
13 related to or arise out of the Stipulation, or this Final Judgment
14 (including, without limitation, whether a person or entity is or is not a
15 Class Member; whether claims or causes of action allegedly related to
16 this case are or are not barred by this Final Judgment, etc.);
- 17 (b) entering such additional Orders as may be necessary or appropriate to
18 protect or effectuate this Final Judgment approving the Stipulation,
19 dismissing all claims on the merits and with prejudice, and
20 permanently enjoining Class Members from initiating or pursuing
21 related proceedings, or to ensure the fair and orderly administration of
22 this Settlement; and
- 23 (c) entering any other necessary or appropriate Orders to protect and
24 effectuate this Court's retention of continuing jurisdiction.
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13. Dismissal of Action. The Action, including all individual and Class claims resolved in it, is hereby dismissed on the merits and with prejudice.



Dated: 7/1/13

Honorable Dale S. Fischer
United States District Judge

EXHIBIT A

Yue v Conseco
Exclusions
June 11, 2013

	Name1	Name2
1	AIDA L MIRANDA LUQUIS	
2	ALBERTO J MARTIN	
3	ALBERTO S RIOS	
4	BARBARA A ESTES	
5	BARBARA A GENTRY	
6	BARBARA T YAMADA	
7	BART DYSHUK	
8	BETTY E STROUP	
9	BILLY L BELL	
10	BOBBY G THERREL	
11	BOBBY L SULLIVAN	
12	BOBBY R OGLETREE	
13	BOUN H KEOPHOMMASANE	
14	BRENDA J KASKAN	
15	CARL A EKLUND	
16	CARMEN GARCIA	
17	CAROL L GOFORTH	
18	CAROLE D KYLE	
19	CAROLYN TATE OLIVER	
20	CATHERINE CAMARDA	
21	CHARLES B ASHBY	
22	CHARLES E GROSS	
23	CHARLES HARPER	
24	CHARLES L JOHNSON	
25	CHARLES W BARTZ	
26	CHARLOTTE E TARANTINO	
27	CHUM Y KU	
28	CHUN JA KU	
29	CLIFFORD A SPIERS	
30	CLINTON P BRIGMAN JR	
31	CONRAD KOOTZ	
32	CORAZON T ORNIDO	
33	CORINA PRADA	
34	CORINNE E JONES	
35	CYNTHIA GRADWOHL	
36	DAN M STROUP	
37	DANIEL J DOWIAK	
38	DAVID R WOOD	
39	DEBORAH PETTRY	
40	DEBRA A JOHNSON	
41	DIANE LEGE	
42	DIANE LEGE	
43	DONALD E COOPER	
44	DONALD P LEDDY	
45	DONATO A MARCHIONE	
46	DONNA E SCRIVNER	
47	DONNA SEEBER	
48	DONNIE CRUTCHFIELD	
49	DONZELLA FOSTER	
50	DOROTHY M ZEHR	
51	ELIZABETH M SETTLE	
52	ELLIOTT S KE	
53	ELY S REYES	
54	EMILY MARCHAK	

Yue v Conseco
Exclusions
June 11, 2013

	Name1	Name2
55	EMMA J CREDIT	
56	EVA E SHIMAN	
57	EVELYN M MARTINEZ	
58	FAITH C WALKER	
59	FANCHEON M GALAMBOS	
60	FERNANDO R BENAVIDEZ	
61	*FLOYD FOWLER JR	
62	FOREST E WALTERS	
63	FRANCES BURRELL ON BEHALF OF MARVIN BURRELL	
64	FRANCIS R HORNE	
65	FRANCISCO T BABIA	
66	FRANK D DAVENPORT	
67	FRANK M OBRIEN	
68	G FRANK JONES	
69	GAIL WILKINS	
70	GARLAND R PERRY	
71	GARY R JONES	
72	GAYLE J RYDER	
73	GEORGE F UPP	
74	GEORGE R BIEBER	
75	GERARD A MILLER	
76	GLORIA M FIGONE	
77	GODFREY J WAGUESPACK JR	
78	GREGORY A RAMEY	
79	HAMID Z AHMADI	
80	HARIPADA SAHA	
81	HARRY HOYMAN	
82	HEE S HUH	
83	HELEN W SPENCER	
84	HENRY B BURKHARDT	
85	HENRY B BURKHARDT JR	
86	ILENE WOOD	
87	JACOB GRIMBERG	
88	JAMES E CHAFFEE	
89	JAMES R HEUMANN	
90	JAMES S GOYER JR	
91	JAMES WALKER SR	
92	JEFFERY J KRAMER	
93	JEFFREY S GLASER	
94	JESS R LOPEZ	
95	JOAN BOYER	
96	JOSE A OSUNA	
97	JOSEFINA M ANDRES	
98	JOSEPH L DIAMICIS	
99	JOYCE SCHECKNER	
100	JUDITH DEMI ON BEHALF OF CYNTHIA L BAUER	
101	JUDITH J EVELYN	
102	JUDY A PITTMAN	
103	JUDY CHADWELL	
104	KAREN R MOTYKA	
105	L JIM REIDHEAD	
106	LAVAUGHN RATTO	
107	LAWRENCE R WITT	
108	LEEHO PACK	

Yue v Conseco
Exclusions
June 11, 2013

Name1	Name2
109 LEO P VERRETT	
110 LEO W KNOX	
111 LEONARDO C CABRAL	
112 LILLIAN BACON	
113 LINDA DELEO	
114 LUCIA B CABRAL	
115 LUIS A MARTINEZ	
116 LYNN B BERRY	
117 LYNN D HERBERT	
118 MALVEN R NELSON	
119 MARGARET REYNOLDS	
120 MARIA CUBAS	
121 MARIA S RIVERA	
122 MARK REYNOLDS	
123 MARVIN D HENNINGER	
124 MARY A HOPPER DOOLITTLE	
125 MARY A SULLIVAN	
126 MARY G JOHNSON	
127 MAX K BONDS	
128 MAY TANGSOMBATVISIT	
129 MELVIN O HAAG	
130 MICHAEL D TATUM	
131 MICHAEL G NELSON	
132 MIENRADO B TOLENTINO	
133 MIGUEL BECKER	
134 MITCHELL FAUGHT	
135 NELSON PRADA	
136 NINA E FAY	ROBERT FAY
137 NINA E FAY	ROBERT FAY
138 NOLI C JINON	
139 PALMER CHILDRENS TRUST	
140 PAMELA COMPTON ON BEHALF OF JIMMY L COMPTON	KANDRA HOUSTON, TRUSTEE
141 PAMELA L STRINGFELLOW	
142 PATRICIA E EHMSSEN	
143 PAUL M FOWLER	
144 PAULA A HURST	
145 PEARLIE D COLEMAN	
146 REBECCA J BENTLEY	
147 ROBERT E GRAHAM	
148 ROBERT G MATTSON	
149 ROBERT J EMMINGER	
150 ROBERT L LAJOIE	
151 ROBERT Q NICHOLSON	
152 ROBERT SHOEMAKER	
153 RODELIA C MANANSALA	
154 RODOLFO C RIVERA	
155 RONALD B MOTYKA	
156 ROY A RENDON	
157 RUDOLPH R BOYER	
158 RUTH B SEIDELMAN	
159 RUTH C ROSEBROUGH	
160 SANDRA R MOFFETT	
161 SANTINA COZZI VIGNATI	
162 SARAH BRINK	

Yue v Conseco
Exclusions
June 11, 2013

Name1	Name2
163 SEHBAZ SABRI	
164 SHIRLEY D JACKSON	
165 SIDNEY D GEROSA	
166 SIDNEY W DAWSON	
167 STEPHEN GALAMBOS JR	
168 STEPHEN PROVENCIANO	
169 STEVEN L KYLE	
170 TERESA A MCLEOD	
171 THELMA J GUARISCO	
172 THOMAS D GODDARD	
173 *THOMAS W KANACK	
174 TOM ISBELL	
175 TRACEY D PARTAIN	
176 TRINIDAD T NAVARRES	
177 TROY E TRAXLER	
178 VANESSA M QUINTANILLA ATALIG	
179 VERL YANDELL	
180 VIRGINIA A HAAG	
181 WALTER E ENGBLOM	
182 WILFREDO TORRES	
183 WILLIAM F DRURY	
184 WILLIAM F DRURY	
185 WILLIAM G MYLIUS	
186 ZENAIDA F BAYANI	

Rust Consulting received 14 untimely exclusion requests that were postmarked after the April 26, 2013 deadline.

- 1 ANGELA W SUN
- 2 ANTHONY F YAVORSKI
- 3 BERNADETTE MCCLEERY
- 4 CARL W WUNSCH
- 5 CAROLYN G DYER
- 6 EMMANUEL ISMA
- 7 GERALD D FISHER
- 8 J T HOPKINS
- 9 JUDY K FISHER
- 10 MICHAEL T ADAMS
- 11 PAUL W EUBANKS
- 12 RUTH A SIBERT
- 13 RUTH A SIBERT
- 14 VERA M SCHOBER