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 12 HARLEY-DAVIDSON CREDIT CORP.

13 UNITED STATES DISTRICT COURT
 14 EASTERN DISTRICT OF CALIFORNIA

15 LUIS MANUEL MORA, individually and on
 16 behalf of the class,

17 Plaintiff,

18 vs.

19 HARLEY-DAVIDSON CREDIT CORP., a
 20 corporation; and DOES 1 through 10, inclusive,

21 Defendants.
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No.: 1:08-CV-01453-AWI-BAM

**STIPULATION TO MODIFY ORDER AND
 JUDGMENT GRANTING FINAL
 APPROVAL OF CLASS ACTION
 SETTLEMENT; ORDER**

1 Plaintiff Luis Manuel Mora (“Plaintiff”) and defendant Harley-Davidson Credit Corp.
2 (“HDCC”), by and through their counsel of record, stipulate as follows:

3 1. On or about January 3, 2014, the Court entered an Order and Judgment
4 Granting Final Approval of Class Action Settlement, Approving Award of Attorneys’ Fees, and
5 Ordering Distribution of Residue (“Order and Judgment”), which is marked “Document 141.”

6 2. Upon receipt of the Order and Judgment, Kurtzman Carson Consultants
7 (“KCC”), the approved class action administrator, advised the parties that requiring distribution of
8 un-cashed settlement checks within one hundred (100) days after the Distribution Date, as reflected
9 in Paragraph 8(f) of the Order and Judgment, poses an internal problem for KCC.

10 3. KCC explained that they typically do not stop payment on un-cashed
11 settlement checks until a minimum of one week after the stale date passes. Reason being, if a class
12 member cashes his or her check on the actual stale date, KCC needs to allow enough time for these
13 funds to clear the account. If KCC stops the check prematurely, the check would be returned, the
14 class member would incur bank fees and a check would have to be re-issued. This would delay the
15 entire administration process.

16 4. KCC stated that it needs at least seven (7) business days to prepare a Final
17 Accounting Report for the parties to review and approve. KCC added that it could issue *cy pres*
18 checks within three (3) business days from the parties’ approval of the Final Accounting Report.

19 5. Based on these facts, KCC recommended that it stop checks on June 2, 2014
20 and prepare and submit a Final Accounting Report to the parties on June 11, 2014. If approval is
21 provided within three (3) business days, KCC would be able to issue the *cy pres* checks by June 19,
22 2014. This timeline would result in the issuance of *cy pres* checks one hundred and fifteen (115)
23 days after the Distribution Date.

24 6. The parties stipulate and agree that modifying the Order and Judgment to
25 allow KCC fifteen extra days to make *cy pres* distributions, if any, would be reasonable and justified
26 under the circumstances. The parties further agree that the brief extension of time requested by KCC
27 would not prejudice the parties, the Class, or any *cy pres* recipient designated in the Order and
28 Judgment.

1 7. Accordingly, the parties stipulate and agree any funds remaining in the
 2 Settlement Fund shall be distributed by KCC in accordance with Paragraph 5.05 of the Agreement,
 3 however such distribution shall be made within one hundred and fifteen (115) days of the
 4 Distribution Date, rather than one hundred (100) days from that date.

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 6 Dated: January __, 2014

KEMNITZER, BARRON & KRIEG, LLP

7
 8 By: _____

9 William M. Krieg
 10 Attorneys for Plaintiff Luis Manual Mora,
 11 individually, and on behalf of the class

12 Dated: January __, 2014

REED SMITH LLP

13
 14 By: _____

15 Feather D. Baron
 16 Attorneys for Defendant Harley Davidson
 17 Credit Corp.

18 **ORDER**

19 The parties having stipulated and good cause appearing therefore, IT IS HEREBY
 20 ORDERED that the phrase “one hundred (100) days” is hereby stricken from Paragraph 8(f) of the
 21 Order and Judgment and replaced with the phrase “one hundred and fifteen (115) days.” All other
 22 terms of the Order and Judgment shall remain as set forth therein.
 23 IT IS SO ORDERED.

24 Dated: January 28, 2014

25 /s/ Barbara A. McAuliffe
 26 UNITED STATES MAGISTRATE JUDGE