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IN THE UNITED STATES DISTRICT COURT
 FOR THE NORTHERN DISTRICT OF CALIFORNIA

MERCEDES GUERRERO, individually
and for other persons similarly situated,

Plaintiff,

v.

WELLS FARGO BANK, N.A.,

Defendant.

No. C 12-04026 WHA

**ORDER RE PREPARATION
FOR APRIL 7 HEARING**

In connection with her motion for preliminary approval of the proposed class action settlement (Dkt. No. 198), plaintiff Mercedes Guerrero has filed the settlement agreement itself. Among other items, the settlement agreement defines “Class” or “Class Members” as (Dkt. No. 203-1 at 2):

All persons with a residential mortgage loan secured by an FHA mortgage, who were charged by Wells Fargo Bank, N.A., for force-placed flood insurance on property in California from July 31, 2008, through August 16, 2013, where such flood insurance was procured with the assistance of QBE Insurance Corporation or American Security Insurance Company, or their affiliates. This class excludes charges collected or extinguished through foreclosure, short-sale agreement, or grant of a deed in lieu of foreclosure or through cancellation or waiver by borrower’s agreement with the lender.

The order dated June 21, 2013, however, conditionally certified the class as follows, with the below italicized language included (Dkt. No. 157) (emphasis added):

All persons with a residential mortgage loan secured by an FHA mortgage, who were charged by Wells Fargo Bank, N.A., *or an affiliate of Wells Fargo Bank, N.A.*, for force-placed

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flood insurance on property in California from July 31, 2008, through the present, where such flood insurance was procured with the assistance of QBE Insurance Corporation or American Security Insurance Company, or their affiliates. This class excludes charges collected or extinguished through foreclosure, short-sale agreement, or grant of a deed in lieu of foreclosure or through cancellation or waiver by borrower's agreement with the lender.

This class was then certified by an order dated August 16, 2013 (Dkt. No. 167). The hearing on plaintiff's preliminary approval motion is set for April 7, 2014.

Accordingly, for the April 7 hearing, the undersigned judge asks counsel to please be prepared to address why the phrase "or an affiliate of Wells Fargo Bank, N.A." was omitted from the settlement agreement's definition of the certified class. One concern is that the settlement agreement does not fully resolve this action as to *all* class members, *e.g.*, those members with FHA form mortgages who were charged by an affiliate of Wells Fargo Bank, N.A., for force-placed flood insurance on California property from July 31, 2008, through August 16, 2013. Counsel may (but are not required) to file a brief explanation for the omission identified herein. Should counsel choose to file such an explanation, the filing must be no more than **FIVE PAGES**, and is due by **6 PM ON APRIL 2, 2014**.

IT IS SO ORDERED.

Dated: March 31, 2014.



WILLIAM ALSUP
UNITED STATES DISTRICT JUDGE