

United States District Court
For the Northern District of California

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

LATASHA MCLAUGHLIN, individually
and on behalf of all others similarly situated,

Plaintiff,

No. C 15-02904 WHA

v.

JUDGMENT

WELLS FARGO BANK, N.A., d/b/a
WELLS FARGO HOME MORTGAGE,

Defendant.

Having approved the class-wide settlement as fair, reasonable, and adequate, and having found that adequate notice was given to class members, **FINAL JUDGMENT IS HEREBY ENTERED** in favor of the two certified classes, comprised of the persons listed in Exhibit 1 and Exhibit 2 hereto and excluding the persons listed in Exhibit 3 and Exhibit 4 hereto, and against defendant Wells Fargo Bank, N.A., as follows:

1. The Damages Class comprises of all persons listed in Exhibit 1 and excludes those listed in Exhibit 3. The Declaratory Relief Class comprises of all persons listed in Exhibit 2 and excludes those listed in Exhibit 4. All members of both classes are bound by the class settlement (as is Wells Fargo Bank).
2. Wells Fargo Bank shall deposit \$880,000 into the Damages Class Fund as per Section 4.1 of the class settlement, after which deposit the Administrator shall distribute the funds to the Damages Class members in accordance with the class settlement.

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3. Wells Fargo Bank will revise its templates used to generate payoff statement letters for all residential mortgage loans it services to include the language set forth in Section 4.3 of the class settlement.

4. All parties shall comply with all other terms of the class settlement agreement. The court will retain jurisdiction to enforce the class settlement agreement and this judgment.

5. All remaining claims of class representative Latasha McLaughlin are dismissed without prejudice, and she shall recover herein only as a class member, plus her \$3,000 incentive award.

6. All certified claims are dismissed with prejudice. Any uncertified claims are dismissed without prejudice. The release by class members set forth in the settlement agreement at Section 3.3 is binding on all class members.

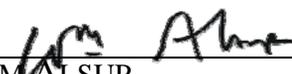
7. Except to the extent stated above, this judgment is without prejudice to Wells Fargo Bank's position that it had no liability in connection with the claims asserted here.

8. As stated in the prior order granting final approval, class counsel are awarded \$911,349.43 in attorney's fees and \$43,063.76 in costs. Defendant Wells Fargo Bank shall immediately pay out class representative McLaughlin's incentive award and one-half of class counsel's fees and costs. The other half of class counsel's fees and costs, however, shall not be paid until all terms of the class settlement agreement — including issuance of all settlement checks and any payment to the *cy pres* recipient — have been fully executed, and the Court so orders.

9. By **AUGUST 7 AT NOON**, class counsel shall submit a status report updating the Court on their progress in executing the terms of the class settlement agreement.

IT IS SO ORDERED.

Dated: April 11, 2017.


WILLIAM ALSUP
UNITED STATES DISTRICT JUDGE