1 2 3 4 5 6 7 8 9	SEAN REIS (SBN 184004) sreis@edelson.com EDELSON MCGUIRE LLP 30021 Tomas Street, Suite 300 Rancho Santa Margarita, California 92688 Telephone: (949) 459-2124 Facsimile: (949) 459-2123 JAY EDELSON ( <i>Pro Hac Vice</i> ) jedelson@edelson.com STEVEN L. WOODROW ( <i>Pro Hac Vice</i> ) swoodrow@edelson.com EVAN M. MEYERS ( <i>Pro Hac Vice</i> ) emeyers@edelson.com EDELSON MCGUIRE LLC 350 North LaSalle, Suite 1300 Chicago, Illinois 60654 Telephone: (312) 589-6370	
10 11	Facsimile: (312) 589-6378 ATTORNEYS FOR PLAINTIFFS AND	
12	THE SETTLEMENT CLASSES	
13	UNITED STATES D	
14	NORTHERN DISTRIC	T OF CALIFORNIA
15	OAKLAND I	DIVISION
16	MARIKA HAMILTON, MICHAEL HICKMAN, JEFFREY and ELLEN YELLIN,	No. 09-cv-4152-CW
17	and BRENDAN O'LEARY, individually and on	<del>[PROPOSED</del> ] ORDER GRANTING FINAL APPROVAL TO CLASS
18	behalf of the classes of similarly situated individuals,	ACTION SETTLEMENT
19	Plaintiffs,	
20	v.	Honorable Claudia A. Wilken
	WELLS FARGO BANK, N.A., for itself and as	
21 22	a successor in interest to GOLDEN WEST BANK, WACHOVIA BANK, and WELLS FARGO FINANCIAL / NOWLINE BANK,	
23	Defendant.	
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685.0436/2199659.1	[ <del>Proposed]</del> Final Approval Order	CASE NO. 09-cv-4152-CW
		Dockets Jus

1 FINAL APPROVAL ORDER 2 WHEREAS, a putative class action is pending before the Court entitled Hamilton v. 3 Wells Fargo Bank, N.A., Case No. 09-cv-4152-CW; and WHEREAS, the five named Plaintiffs-Marika Hamilton, Michael Hickman, Jeffrey 4 Yellin, Ellen Yellin and Brendan O'Leary (collectively, "Plaintiffs" or "Class 5 6 Representatives")-brought four separate lawsuits following Wells Fargo's decision to suspend 7 their respective HELOCs. These actions are Hamilton v. Wells Fargo Bank, N.A., 09-cv-4152 8 (N.D. Cal., filed Sept. 8, 2009); Hickman v. Wells Fargo Bank, N.A., No. 09-cv-5090 (N.D. Ill, 9 filed Aug. 19, 2009); Yellin v. Wells Fargo Bank, N.A., No. 10-cv-2665 (N.D. Cal., removed 10 June 18, 2010); and O'Leary v. Wells Fargo Bank, N.A., No. 10-cv-1913 (E.D. Cal., filed July 11 20, 2010) (collectively, "Underlying Class Actions"); 12 WHEREAS, with leave of Court, on January 25, 2012 Plaintiff Hamilton filed a 13 Consolidated Amended Class Action Complaint joining the Plaintiffs in the Underlying Class 14 Actions for the purpose of effectuating the settlement; 15 WHEREAS, Plaintiffs and Defendant WELLS FARGO BANK, N.A., for itself and as a successor in interest to GOLDEN WEST BANK, WACHOVIA BANK, and WELLS FARGO 16 FINANCIAL / NOWLINE BANK ("Defendant" or "Wells Fargo") have agreed on a Settlement 17 18 Agreement dated December 5, 2011 which, together with the Exhibits attached thereto, sets forth 19 the terms and conditions for a proposed settlement and dismissal of the Underlying Class Actions 20 with prejudice as to Defendant upon the terms and conditions contained therein (the "Settlement 21 Agreement"), and the Court having read and considered the Settlement Agreement and Exhibits 22 attached thereto, and the Court having considered all of the submissions and arguments with 23 respect to the Motion for Final Approval and having held a Fairness Hearing on April 26, 2012; 24 WHEREAS, on January 25, 2012, this Court preliminarily approved the Settlement and certified, for settlement purposes, three settlement classes (collectively, "Settlement Class") 25 26 defined as follows: 27 The "Financial Circumstances Class": 1. 28 [PROPOSED] FINAL APPROVAL 2 CASE NO. 09-cv-4152-CW

Order

All persons in the United States from January 1, 2008 to June 30, 2011 whose Wells
 Fargo HELOC accounts were restricted or reduced by Wells Fargo based on a claim by Wells
 Fargo that the borrower's financial circumstances had experienced an adverse material change to
 justify treatment of the borrower's account.

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The "Property Value Class":

All persons in the United States from July 1, 2008 to June 30, 2011 whose Wells Fargo
HELOC accounts were restricted or reduced based on a claim by Wells Fargo that the value of
the property securing the HELOC had experienced a significant decline in value to justify
treatment of the borrower's account.

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The "Former Customer Class":

All persons in the United States from January 1, 2008 to June 30, 2011 who closed their
Wells Fargo HELOC accounts following a restriction or reduction of the account by Wells Fargo
based upon a claim by Wells Fargo that there has been a material adverse change of the
borrower's financial circumstances, or a significant decline in the value of the property securing
the HELOC, and who paid a Deferred Origination Fee as a result of the closure.

WHEREAS, Notice to the Settlement Class Members has been provided in accordance
with the Court's Preliminary Approval Order, and the substance of and dissemination program
for the Notice, which included direct U.S. mail notice and the creation of a settlement website,
fully complied with the requirements of Fed. R. Civ. P. 23 and Due Process, constituted the best
notice practicable under the circumstances, and provided due and sufficient notice to all persons
entitled to notice of the Settlement of this Action;

WHEREAS, the Settlement Agreement was arrived at as a result of arms' length
negotiations conducted in good faith by experienced attorneys familiar with the legal and factual
issues of this case and with the assistance of a mediator, Judge Edward Infante (Ret.), and thus is
supported by Plaintiffs and Class Counsel;

WHEREAS, the Settlement as set forth in the Settlement Agreement is fair, reasonable,
adequate, and in the best interests of the Settlement Class in light of the complexity, expense,

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and duration of litigation and the risks involved in establishing liability and damages and in 2 maintaining the Underlying Class Actions through trial and appeal;

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WHEREAS, the Settlement consideration provided under the Settlement Agreement constitutes fair value given in exchange for the release of the Released Claims against the Released Defendant. The Court finds that the settlement consideration provided to Settlement Class Members is reasonable, considering the facts and circumstances of the claims and defenses asserted in the Action, and the potential risks and likelihood of success of alternatively pursuing trials on the merits;

9 WHEREAS, the persons listed as having filed timely requests for exclusion listed on Addendum A hereto are found to have validly excluded themselves from the Settlement in 10 11 accordance with the provisions of the Preliminary Approval Order.

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## IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

13 1. The Settlement Agreement is finally approved as fair, reasonable, adequate, and 14 in the best interests of the Settlement Class. The Parties are directed to consummate the 15 Settlement Agreement in accordance with its terms. The Parties and Settlement Class Members who did not timely exclude themselves from the Settlement Class are bound by the terms and 16 17 conditions of the Settlement Agreement, except for the Parties listed on Addendum A as having 18 filed an untimely exclusion who will be found to have validly excluded themselves from the 19 Settlement.

20 2. The Court approved Notice Plan to the Settlement Classes, as set forth in the 21 Preliminary Approval Order of January 25, 2012, and finds that the Notice Plan has been 22 successfully implemented and satisfies the requirements of Federal Rule of Civil Procedure 23 and 23 Due Process.

3. 24 The Court finds that Defendant properly and timely notified the appropriate state and 25 federal officials of the Settlement Agreement, pursuant to the Class Action Fairness Act of 2005 26 ("CAFA"), 28 U.S.C. § 1715. The Court has reviewed the substance of Defendant's notices and 27 accompanying materials, and finds that they complied with all applicable requirements of CAFA.

[PROPOSED] FINAL APPROVAL Order

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- 4. The following settlement classes are hereby finally certified, solely for purposes
   of this Settlement, pursuant to Federal Rule of Civil Procedure 23(b)(3):
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## a. The "Financial Circumstances Class":

All persons in the United States from January 1, 2008 to June 30, 2011 whose Wells Fargo HELOC accounts were restricted or reduced by Wells Fargo based on a claim by Wells Fargo that the borrower's financial circumstances had experienced an adverse material change to justify treatment of the borrower's account.

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b. The "Property Value Class":

All persons in the United States from July 1, 2008 to June 30, 2011 whose Wells Fargo
HELOC accounts were restricted or reduced based on a claim by Wells Fargo that the value of
the property securing the HELOC had experienced a significant decline in value to justify
treatment of the borrower's account.

13

## c. The "Former Customer Class":

All persons in the United States from January 1, 2008 to June 30, 2011 who closed their
Wells Fargo HELOC accounts following a restriction or reduction of the account by Wells Fargo
based upon a claim by Wells Fargo that there has been a material adverse change of the
borrower's financial circumstances, or a significant decline in the value of the property securing
the HELOC, and who paid a Deferred Origination Fee as a result of the closure.

The requirements of Rule 23(a) and (b)(3) have been satisfied for settlement
 purposes. The Settlement Class is so numerous that joinder of all members is impracticable,
 there are questions of law or fact common to the Settlement Class, the claims of the Plaintiffs are
 typical of the claims of the Settlement Class, the Plaintiffs will fairly and adequately protect the
 interests of the Settlement Class, and the questions of law or fact common to Settlement Class
 members predominate over any questions affecting only individual members.

25 6. The preliminary appointment of the following attorneys as Settlement Class
26 Counsel is hereby confirmed:

27 Jay Edelson, Esq.28 Steven L. Woodrow, Esq.

[<del>Proposed]</del> Final Approval Order

Evan M. Meyers, Esq.
 Edelson McGuire LLC
 350 North LaSalle Street, Suite 1300
 Chicago, Illinois 60654

3 7. Settlement Class Counsel are experienced in class litigation, including litigation
4 of similar claims in other cases, and have fairly and adequately represented the interests of the
5 Settlement Class.

8. The Underlying Class Actions are hereby dismissed with prejudice. This
dismissal with prejudice shall not allow the Parties or any members of the Settlement Class to
litigate or otherwise reopen issues resolved by this judgment, or included within the Released
Claims. This judgment has been entered without any admission by Defendant of liability or as to
the merits of any of the allegations in the underlying complaints.

9. For a 12-month period following this Order, for Settlement Class Members whose
 HELOCs were suspended or reduced based upon either a material adverse change in financial
 circumstances or a decline in the equity cushion caused by a decline in the value of the property
 securing the HELOC, Wells Fargo is directed to proactively consider borrowers for reinstatement
 of said HELOCs. Wells Fargo is directed to conduct 4 rounds of such proactive reinstatements
 during the 12-month period.

17 10. For a 12-month period following this Order, Defendant is directed not to use an
18 Automated Valuation Model to value its borrowers' homes serving as security for their respective
19 HELOCs that is older than 90 days in connection with any decision to restrict HELOCs.

20 11. Defendant has implemented changes to is policies and procedures for restricting 21 HELOCs based upon either a material adverse change in financial circumstances or a decline in the 22 equity cushion caused by a decline in the value of the property securing the HELOCs that are 23 beneficial to customers. For a 12-month period following this Order, Defendant is directed not to 24 make any material changes to its existing policies and procedures for restricting HELOCs based 25 upon either a material adverse change in financial circumstances or a decline in the equity cushion caused by a decline in the value of the property securing the HELOC, unless such changes are 26 27 beneficial to borrowers.

[<del>Proposed]</del> Final Approval Order

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1 12. Defendant has implemented changes to is policies and procedures for reinstating 2 borrowers whose HELOCs were restricted based upon either a material adverse change in financial 3 circumstances or a decline in the equity cushion caused by a decline in the value of the property securing the HELOC that are beneficial to customers. For a 12-month period following this Order, 4 Wells Fargo also agrees not to make any material changes to its existing policies and procedures for 5 reinstating borrowers whose HELOCs were restricted based upon either a material adverse change 6 7 in financial circumstances or a decline in the equity cushion caused by a decline in the value of the 8 property securing the HELOC, whether reinstatement is considered proactively or based upon the 9 borrower's request, unless such changes are beneficial to borrowers.

10 13. For a 12-month period following this Order, Defendant is directed to send
11 borrowers whose accounts were restricted based upon a decline in the equity cushion caused by a
12 decline in the value of the property securing the HELOC, who then request additional
13 information about the restriction or reinstatement of their accounts, a letter substantially in the
14 form attached as Exhibit 3 to the Settlement Agreement. Defendant is also directed to modify the
15 letter that it uses to notify borrowers that their HELOCs have been restricted to specifically
16 disclose the borrowers' ability to request such additional information.

17 14. Nothing in this Order shall be construed to preclude Wells Fargo from changing
18 the factors it considers or the manner in which it analyzes the risk of default on HELOC
19 accounts, or in determining whether there has been a significant decline in the equity cushion,
20 provided that Wells Fargo continues to comply with its current written policies and procedures
21 and applicable law.

15. The Parties are directed to distribute the \$150 cash payment to Former Customer
Class Members, who have submitted valid claim forms, no later than 60 days after the Effective
Date.

25 16. Upon the Effective Date, Plaintiffs, and every Settlement Class Member, shall be
26 deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released,
27 relinquished and discharged all Released Claims against the Released Parties.

[<del>Proposed]</del> Final Approval Order

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1 As used in this Order, "Released Claims" means all claims (including a. 2 "Unknown Claims" as defined below), demands, rights, liabilities or causes of action, in law or in 3 equity, accrued or unaccrued, fixed or contingent, direct, individual or representative, of every nature and description whatsoever, whether based on federal, state, local, statutory or common 4 law or any other law, rule or regulation, against the Released Parties, or any of them, arising from 5 the beginning of time to January 25, 2012, relating to Wells Fargo's HELOC treatment policies, 6 7 systems, standards and procedures, including without limitation, its HELOC account restrictions, 8 credit limit reductions, and reinstatement standards, processes and policies that were or could 9 have been alleged in the Complaint, including those belonging to Plaintiffs and the Releasing 10 Parties.

11 b. As used in this Order, the "Releasing Parties" shall mean Plaintiffs and 12 Settlement Class Members (except a member of the Settlement Class who has obtained proper 13 and timely exclusion from the Settlement Class pursuant to Section 6.1 of the Settlement 14 Agreement and Paragraph 1 above), including their present or past heirs, executors, estates, 15 authorized users, guarantors, administrators, predecessors, successors, assigns, parents, subsidiaries, associates, affiliates, employers, employees, agents, consultants, insurers, directors, 16 17 managing directors, officers, partners, principals, members, attorneys, accountants, financial and 18 other advisors, investment bankers, underwriters, lenders, and each of their affiliates' present or 19 past heirs, executors, estates, administrators, predecessors, successors, assigns, parents, 20 subsidiaries, associates, affiliates, employers, employees, agents, consultants, insurers, directors, 21 managing directors, officers, partners, principals, members, attorneys, accountants, financial and 22 other advisors, investment bankers, underwriters, lenders and any other representatives of any of 23 these Persons and entities.

c. As used in this Order, the "Released Parties" means Wells Fargo and any and
all of its present or past heirs, executors, estates, administrators, predecessors, successors, assigns,
parents, divisions, subsidiaries, associates, affiliates, representatives, employees, agents,
consultants, insurers, directors, committees, managing directors, officers, partners, principals,

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1 members, attorneys, accountants, financial and other advisors, investment bankers, underwriters, 2 shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, 3 assigns and Persons, firms, trusts, trustees, corporations, officers, directors, other individuals or entities in which Wells Fargo Bank, N.A. has a controlling interest or which is related to or 4 affiliated with any of them or any other representatives of any of these Persons and entities 5 including each of their affiliates' present or past heirs, executors, estates, administrators, 6 7 predecessors, successors, assigns, parents, subsidiaries, associates, affiliates, employees, employees, 8 agents, consultants, insurers, directors, managing directors, officers, partners, principals, members, 9 attorneys, accountants, financial and other advisors, investment bankers, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, 10 11 assigns and Persons, firms, trusts, corporations, officers, and directors.

12 17. The Court awards to Class Counsel \$1,470,000.00 as reasonable attorneys' fees and 13 costs. The Court finds this amount to be reasonable in that it represents a multiplier of 1.07. When 14 Class Counsel's reimbursable expenses of \$37,463.57 are subtracted from the \$1,470,000 figure, 15 the resulting "fees" equal \$1,432,536.43. A multiplier of approximately 1.07 is thus required to be applied to equal the fees awarded. Class Counsel provided the Court with documentation and sworn 16 17 declarations supporting a lodestar of \$1,339,050. Specifically, Class Counsel expended 2,944.10 18 hours in investigating, litigating, and resolving this case. Additionally, Class Counsel identified 19 each attorney working on the case and his or her corresponding billable rate. The Court finds the 20 rates charged to be appropriate and reasonable and that the hourly rates are in line with comparable 21 market rates. The Court finds the hours expended to be reasonable when compared with the time 22 and effort put forth by Class Counsel in investigating, litigating, and resolving this case, as well as 23 in light of the results achieved for the Settlement Class. Accordingly, the fee award of \$1,470,000 is 24 reasonable when achieved by enhancing the lodestar of \$1,339,050 by 1.07 multiplier and adding 25 \$37,643.57 in costs incurred by Class Counsel. The Court additionally finds this amount fair and 26 reasonable based upon a percentage of recovery cross check. According to Plaintiffs' expert's 27 calculations, the fee award represents between 14.38% and 16.1% of the minimal class recovery. In 28

[<del>Proposed]</del> Final Approval Order

light of a 25% "benchmark" established in this Circuit, the fee award well below the benchmark is
 fair and reasonable.

3 18. Defendant shall pay the Fee Award pursuant to and in the manner provided by the
4 terms of the Settlement Agreement.

5 19. The Court awards an Incentive Award in the collective amount of \$30,000.00 for the
6 named Plaintiffs' roles as Class Representatives for taking on the risks of litigation and helping
7 achieve the results to be made available to the Settlement Class as follows: \$6,000 to Marika
8 Hamilton, \$6,000 to Michael Hickman, \$6,000 to Jeffery Yellin, \$6,000 to Ellen Yellin, and \$6,000
9 to Brendan O'Leary. Such payments shall be made pursuant to and in the manner provided by the
10 terms of the Settlement Agreement.

11 20. "Unknown Claims" means claims that could have been raised in these Actions, and 12 that the Plaintiffs or any or all other Persons and entities whose claims are being released, or any of 13 them, do not know or suspect to exist, which, if known by him, her or it, might have affected his, 14 her or its decision to accept this agreement to release the Released Parties or the Released Claims or 15 might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, Plaintiffs and all other Persons and entities whose claims are being released shall be 16 17 deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted 18 by law, the provisions, rights and benefits of § 1542 of the California Civil Code, which provides as 19 follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

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23 21. Upon the Effective Date, Plaintiffs and all other Persons and entities whose claims 24 are being released, also shall be deemed to have, and shall have, waived any and all provisions, 25 rights and benefits conferred by any law of any state or territory of the United States, or principle of 26 common law, or the law of any jurisdiction outside of the United States, which is similar, 27 comparable or equivalent to § 1542 of the California Civil Code. Plaintiffs acknowledge that they 28 [PROPOSED] FINAL APPROVAL 10 CASE NO. 09-cv-4152-CW Order

may discover facts in addition to or different from those that they now know or believe to be true
 with respect to the subject matter of this release or the law applicable to such claims may change,
 but that it is their intention to finally and forever to settle and release the Released Claims,
 notwithstanding any Unknown Claims they may have, as that term is defined in this Paragraph.

5 22. Whether or not the Effective Date occurs or this Agreement is terminated, neither
6 this Agreement, nor any act performed or document executed pursuant to or in furtherance thereof:

a. Is, may be deemed, or shall be used, offered or received against the Released
Parties, or each or any of them, as an admission, concession or evidence of, the validity of any
Released Claims, the truth of any fact alleged by the Plaintiffs, the deficiency of any defense that
has been or could have been asserted in the Litigation, or of any alleged wrongdoing, liability,
negligence, or fault of the Released Parties, or any of them;

b. Is, may be deemed, or shall be used, offered or received against Wells Fargo,
as an admission, concession or evidence of, any fault, misrepresentation or omission with respect to
any statement or written document approved or made by the Released Parties;

c. Is, may be deemed, or shall be used, offered or received against Plaintiff or
the Class, or each or any of them, as an admission, concession or evidence of, the infirmity or
strength of any claims raised in the Actions, the truth or falsity of any fact alleged by Wells Fargo,
or the availability or lack of availability of meritorious defenses to the claims raised in the
Litigation;

20 d. Is, may be deemed, or shall be used, offered or received against the Released 21 Parties, or each or any of them, as an admission or concession with respect to any liability, 22 negligence, fault or wrongdoing as against any Parties, in any civil, criminal or administrative 23 proceeding in any court, administrative agency or other tribunal. However, the Agreement, and any 24 acts performed and/or documents executed in furtherance of or pursuant to this Agreement may be 25 used in any proceedings as may be necessary to effectuate the provisions of this Agreement. 26 However, if this Agreement is approved by the Court, any Party or any of the Released Parties may 27 file this Agreement and/or the Judgment in any action that may be brought against such Party or

[PROPOSED] FINAL APPROVAL ORDER

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Parties in order to support a defense or counterclaim based on principles of res judicata, collateral
 estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim
 preclusion or issue preclusion or similar defense or counterclaim in this Action;

e. Is, may be deemed, or shall be construed against Plaintiffs and the Classes, or
each or any of them, or against the Released Parties, or each or any of them, as an admission or
concession that the consideration to be given hereunder represents an amount equal to, less than or
greater than that amount that could have or would have been recovered after trial; and

f. Is, may be deemed, or shall be construed as or received in evidence as an
admission or concession against Plaintiffs and the Classes, or each and any of them, or against the
Released Parties, or each or any of them, that any of Plaintiffs' claims are with or without merit or
that damages recoverable in the Actions would have exceeded or would have been less than any
particular amount.

13 23. The Court shall retain jurisdiction with respect to implementation and enforcement
14 of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for
15 purposes of implementing and enforcing this Agreement.

16 24. The Objections filed by Jon and Judith Craig and Kevin and Leona Joseph, having
17 been heard and considered, are hereby overruled.

18 25. Based upon the Court's finding that there is no just reason for delay of
19 enforcement or appeal of this Order notwithstanding the Court's retention of jurisdiction to
20 oversee implementation and enforcement of the Settlement Agreement, the Court directs the
21 Clerk to enter final judgment pursuant to Federal Rule of Civil Procedure 54(b).

22	IT IS SO ORDERED, this 14th	day of, 2012	2.
23		Enter:	
24		( Ja diale)	
25		United States District	t Court Judge
26			
27			
28	[ <del>Proposed]</del> Final Approval	12	CASE NO. 09-cv-4152-CW
I	THE ROPOSCITE FUNAL APPROVAL		CASE INU. 07-08-41.02-0.09

ORDER

	ADDENDUM A	
T	IMELY EXCLUSIO	DNS
NAME		ADDRESS
NAME AKHTAR, IMRAN		WOODBRIDGE, VA
ALBANO, MARK J		WILBRAHAM, MA
ALLEN, FRANCES AMELIA		NORCROSS, GA
ALLEN, ROBERT D AND NELI	( GENEVA	SURPRISE, AZ
ALVARENGA, SANDRA A		EVERETT, MA
AMARAL, JOSEPH JR AND DE	INISE	UNION CITY, CA
ANDREWS, HARRISON L		PEORIA, AZ
ANDREWS, KELLY ANN		PEORIA, AZ
ARCHULETTA, LYNN B		LOVELAND, CO
ARMSTRONG, LARRY		CHICO, CA
AVIEL, SIMON D		SAN MATEO, CA
BABU, ANTONY R		SAN RAMON, CA
BACKLUND, CARL SCOTT		BREA, CA
BAILEY, JOSEPH L AND BENN	NETT, NANCY L	CHAMBLEE, GA
BAILEY, RICHARD DONALD		RIVERSIDE, CA
BARNES, CHRIS		WEST HARTFORD, CT
BARTHOLOMEW, CHARLES J	R	ALLENTOWN, PA
BELL, ANGELA A		ELLENDALE, MN
BENNETT, ANTHONY		WEST PALM BEACH, FL
BERTRAM, DAVID R AND HE	IDI	WILKES BARRE, PA
BEW, RICHARD T		LA JOLLA, CA
BIGALBAL, JOHN R		LEESBURG, VA
BOCANEGRA, SALMA		SOMERS POINT, NJ
BOCKMAN, LYLE B		DENVER, CO
BOOL, RICHARD A		TUCSON, AZ
BORGER, JAMES W AND MAR	RY M	GLENSIDE, PA
BROKASKI, FREDERICK W AI	ND PAULINE C	GOLETA, CA
BROWN, HENRY L		FLORENCE, SC
BROWN, TRAVIS L		SACRAMENTO, CA
BRUNER, DEAN T AND LEWIS	S CAROLYN A	KISSIMMEE, FL
BULLIS, LENA V		STRONGSVILLE, OH
BYRD, JOHNNY AND BRENDA	A	LAKESIDE, CA
CABELLO, APRIL L		CALDWELL, ID
CABELLO, MARTY J		CALDWELL, ID
CAMBRON, ROBERT		PALMER, AK
PROPOSED] FINAL APPROVAL	13	CASE NO. 09-cv-4

1		ADDRESS
2	CAPELL, ZACHARY D	BEND, OR
	CARBONE, JOHN	ALLENWOOD, NJ
3	CARTER, JOSEPHINE J	SARASOTA, FL
4	CASTILLO, DAVID E AND SARAH H	CARMEL VALLEY, CA
	CECHINI, DANIEL J AND SUSAN K	MORRISON, CO
5	CELLA, MARY B	COMMERCE CITY, CO
6	CHAFEE, VELERIE MASTEN	RICHMOND, VA
7	CHANDLER, LISBETH A	HERNDON, VA
	CHANDY, MATHEWS P	LAWRENCEVILLE, GA
8	CHARIVUKALAYIL, MATHEW THOMAS AND MATHEW, LALITHA	CHELTENHAM, PA
9	CHASSE, MARKE E	PORTLAND, OR
10	CHINYE, EZIAFA N	MIRAMAR, FL
11	COLLINS, PAMELA W	ATLANTA, GA
11	CONNOLLY, THOMAS T	LAS VEGAS, NV
12	COOPER, HUGH L AND NANCY D	VISTA, CA
13	COOPER, ROBERT	SHERMAN OAKS, CA
	COPPENBARGER, GARY SCOTT	NAPLES, FL
14	CRATER, BARBARA S	RICEVILLE, TN
15	CRAWFORD, BILLY D AND GAIL C	BARTOW, FL
1.6	CROCKRELL, CHARLES	BROWNS MILLS, NJ
16	DANEVICH, MICHELE A	GILBERT, AZ
17	DE LEO, GLORIA J	SAN DIEGO, CA
18	DICKIE, JOHN	VIRGINIA BEACH, VA
10	DIVIRIGILO, NICHOLAS A	HIGHLAND MILLS, GA
19	DYER, STEVAN	FT LAUDERDALE, FL
20	EASTMAN, BRENT MICHAEL	GAITHERSBURG, MD
	ESCALANTA, RICHARD	RCH CUCAMONGA, CA
21	FAIRCHILD, LAIRD A	SOUTHLAKE, TX
22	FARMER, JOHN L	MORROW, GA
23	FERRIS, SAM	SAN JOSE, CA
23	FLOISAND, DAVID K	FARMINGTON, UT
24	FOGLEMAN, LINDA H	LIBERTY, NC KENT, OH
25	GALLAGHER, DOLORES A GEYER, JUDY ANN	CAPE CORAL, FL
		SAN DIEGO, CA
26	GOLDSTEIN, COREY GRAVES, RICHARD M	PRESCOTT, AZ
27	GRIGEL, ANN E	HAMEL, MN
28	ONIOEL, AININ E	
20	Proposed] Final Approval 14	CASE NO. 09-cv-4152-CW
	Order	

1	NAME	ADDRESS
	GRINNELL, ROBERT D AND SUSAN A	HENDERSON, NV
2	GUARDABASCIO, JOSPEH F JR	CLEARWATER, FL
3	HAAS, EDWARD L AND MARYANN	PONTE VEDRA BEACH, FL
4	HANIS, CHRISTINA R	SWEDESBORO, NJ
4	HARRIS, RONALD C	NEWBURY PARK, CA
5	HEBEIN, JOSEPH	SUNRISE, FL
6	HECKERT, BERNICE	SAVANNAH, GA
	HEDGCOTH, JOHN R	MESA, AZ
7	HELLEGERS, GORDON	NORTH SAN JUAN, CA
8	HERNANDEZ, RAFAEL A	BAY POINT, CA
	HICKS, KENNETH L AND ARLENE	CUMMING, GA
9	HILL, PATRICIA LILIANA	MONTAGUE, NJ
10	HOFFMAN, JOSHUA A	WARRENTON, VA
11	HOHN, PAULA	DENVER, CO
11	HOLLMANN, GEMMA B	SAN DIEGO, CA
12	HUGHES, TERENCE M AND SUSAN M	PEABODY, MA
13	IACABUCCI, JAMES	MIAMI BEACH, FL
	IBSEN, DIANNE	TOLLESON, AZ
14	ISHMAL GREEN, VELMA P	COLUMBIA, SC
15	JANKOWIAK, KENNETH A AND MARY J	KILLEN, AL
1	JAY, RUTH	OZONA, FL
16	JINDELL, AYAD AND LEILA	RANCHO PALOS VERDES, CA
17	JOHNSEN, ROY S AND VIRGINIA M	STUART, FL
18	JOHNSON, DIANA J	PALM BEACH, FL
	JOHNSON, RODNEY H	PEORIA, AZ
19	JOHNSON, TODD C	ALLENTOWN, PA
20	JONES, RANDY AND CATHERINE T	CARLSBAD, CA
	KAFF, DERREK B AND PATRICIA L	ROSEVILLE, CA
21	KIRKPATRICK, THOMAS	SIMI VALLEY, CA
22	KITTLESON, SCOTT S AND KATHY L	COON RAPIDS, MN
23	KJOLHAUG, ANDREW J	ROSEMOUNT, MN
23	KNOEBEL, ROBERT S	NYACK, NY
24	KOOPMAN, THELMA L	SEBASTIAN, FL
25	KRABILL, LAURA E	RALEIGH, NC
	KRAMER, BARBARA	KENNETH CITY, FL
26	KRUTCIK, JAMES	MISSION VIEJO, CA
27	KRUTCIK, SUSAN	MISSION VIEJO, CA
	KUCERA, CHRISTOPHER	PLAINFIELD, IL
28	ROPOSED]FINAL APPROVAL 15	CASE NO. 09-cv-4152-CW
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1	NAME	ADDRESS
	LAMBERT, JEFFREY D	SURPRISE, AZ
2	LAMORTE, ROBERT C AND MARILYN S	HENDERSON, NV
3	LARSON, SCOTT D	DICKINSON, ND
4	LATCH, NANCY V	TREVOSE, PA
4	LATOUR, JASON	SAINT HELENS, OR
5	LAVOIE, RAYMOND M AND THRESA P	LAMOILLE, NV
6	LEMMON, LEX R	TUCSON, AZ
	LEONE, JOHN J	SAN DIEGO, CA
7 8	LERYNE, DAVID H AND GONZALEZ, CARIDAD M	MIAMI LAKES, FL
	LIEBEL, NANCY	PENFIELD, NY
9	LORENCE, HARRIET	CENETENNIAL, CO
10	LOVETT, TERRENCE	PHILADELPHIA, PA
	LUNDELL, MARGARET I	FARGO, ND
11	LYNONS, HUGH G AND DOREEN	LAKE MARY, FL
12	MACLENNAN, LINDA LOUIS	SIMI VALLEY, CA
12	MAJORS, JEFFREY	BOISE, ID
13	MANNING, CARY P	NAVARRE, FL
14	MAPES, KATHLEEN	TUCSON, AZ
15	MARICIC, NICK J	MURRIETA, CA
15	MARTIN, TITUS W	KIRKWOOD, PA
16	MARTINEZ, GINA C	MANTECA, CA
17	MATHENY, MARTIN	SAINT CROIX FALLS, WI
	MAUER ELLIOTT, ADAM C	MINNEAPOLIS, MN
18	MAUER ELLIOTT, LISA N	MINNEAPOLIS, MN
19	MAZZIE, KEN J	PALM COAST, FL
20	MCCLURE, YVONNE C	VENETIA, PA
20	MCKAY, ROBERT B	EASTFORD, CT
21	MEADOR, THOMAS C AND ELLEN HEPBURN	EL CAJON, CA
22	MERRILL, FRANK E	JONESBORO, GA
	MIRANDA, CARLOS A	BURKE, VA
23	MONEYHAN, LINDEL	MIDDLEBURG, FL
24	MONFREDI, ANTHONY J AND MARY J	SCHNECKSVILLE, PA
	MONTELONGO, EDWARD	MOORPARK, CA
25	MOORE, EDWIN NEAL	RENO, NV
26	MORRIS, GREGORY	ALPHARETTA, GA
27	MORRISON, MICHAEL W	BOISE, ID
27	MOSHAVA, EDESSA	WINNETKA, CA
20	Proposed] Final Approval 16	CASE NO. 09-cv-4152-CW
	Order	

NA			ADDRESS
	NIER, NICOLE A		WATERBURY, CT
	ER, KRISTEN F		FARMINGTON, NM
NEI	LSON, JENNIFER A		DENVER, CO
	HOLS, STEPHEN B		SHALIMAR, FL
	WAKOWSKI, THOMAS E JI	R	NEW HOPE, PA
NY	QUIST, SHERYL		COTTAGE GROVE, MN
OES	SER, CYNTHIA F		YUBA CITY, CA
OLI	DHAM, WILLIAM		SALMON, ID
OLI	VER, EULALIA A		BALTIMORE, MD
PAI	MER, DAVID D		ROCKVILLE, MD
PAF	KER, ZANE W		BURLEY, ID
PAY	YNE, LINDA MAY		TOMS RIVER, NJ
PAY	YNE, TIMOTHY J		YORK, SC
PER	RY, KEITH D		ROSEVILLE, CA
PES	OLA, BRUCE		MARQUETTE, MI
РЕТ	ERSEN,KAREN L		LINCOLN, NE
РЕТ	ERSON, JAMES M		MARIETTA, GA
PEZ	ZI, LAURA		ROSEVILLE, CA
PHI	LLIPS, DAVID E		LAWRENCEVILLE, GA
PHI	LLIPS, JAMES S AND JULL	A A	LAKEWOOD, CO
PHI	LLIPS, JOANNE		WHITTIER, CA
PIC	CICACCO, HUGO AND JEA	Ν	PORT CHARLOTTE, FL
POY	'NS, RICHARD C		SUMMERVILLE, SC
PRE	TE, ANTHONY J AND JEA	N ELIZABETH	SAINT JOHNS, FL
RAI	NZOLA, VICTOR		MIAMI, FL
RAS	SCHKE, WILLIAM AND JAI	NET	DEL MAR, CA
REC	CCHIA, CAROL		SAINT CLAIR SHORES, MI
RIC	HARDS, MICHAEL E		LONGWOOD, FL
RIV	ERA, RECHELLE		PHILADELPHIA, PA
RO	BERTS, ADRIAN O AND SA	NDRA	PHOENIX, AZ
ROI	BINSON, COLLEEN A		SAN RAMON, CA
ROI	OGERS, A RANDALL		FARMINGTON, NM
ROI	MERO, ARIEL		HIALEAH, FL
ROS	SSELLI, MARLENE		THOUSAND OAKS, CA
RO	THSCHILD, JAMES A		WILTON, CT
RO	WE, PAUL L		SAN FRANCISCO, CA
RUS	SSO, JOHN D		SARASOTA, FL
SAI	A, CHRISTOPHE H		MIAMI SHORES, FL
ROPOSED	FINAL APPROVAL	17	CASE NO. 09-cv-

)9-cv-4152-CW

	NAME	ADDRESS
	SANDVALL, ERIC	BEND, OR
	SANTORUM, JACOB	DOVER PLAINS, NY
	SARRIS, JOSEPH A	TARPON SPRINGS, FL
	SAUNDERS, BEN M	BURLINGTON, NC
	SCHNEIDER, WILLIAM J	GREELEY, CO
	SCHORTEMEYER, JOHN	PORT CHARLOTTE, FL
	SCOTT, THOMAS E	MAPLE GROVE, MN
	SEARLE, CHUCK	PRAIRIE VILLAGE, KS
	SHAFFER, JOHN R	RED LION, PA
	SHELTON, LOIS A	STOUCHSBURG, PA
	SILVA, RAYMOND J AND MARGIE A	SUN CITY, CA
	SIMON, HOWARD	WESTON, CT
	SMALLING, JAMES D	LAKEWOOD, CA
	SMITH, CAROL L AND SHARON RUTH	MARYSVILLE, CA
	SOMMERFIELD, ROGER C AND JANICE M	I ZUMBROTA, MN
	SONGSTAD, JOSHUA E	ARLINGTON, WA
	SPROUSE, JUDITH	MABLETON, GA
	STINSON, LOUELLA L	VESTAVIA, AL
	SUBRAMANI, KARTHIK	LIVERMORE, CA
	SURMACZ, ANDRZEJ	LAS VEGAS, NV
	SURRENCY, TONY E	LUMBERTON, NJ
	SWEENEY, ROBERT A AND MERYL M	SAN JUAN CAPO, CA
	TAAFFE, LINDA C	GAINESVILLE, GA
	TAUSER, TED C	HAZELWOOD, MO
	TINGLE, GARY	HOLIDAY, FL
	TOWNSEND, GREGORY K	CANTON, GA
	TRAYLOR, NAN M	MANASSAS, VA
	TURNER, ROBERT H	BOCA RATON, FL
	VANDERBOGART, DAVID	BOOTON, NJ
	VASTA, DAVID	RALEIGH, NC
	VEITZER, SETH A	ERIE, CO
	VILLARS, TERRY W AND DEBORAH	PHOENIX, AZ
	VINCI, MARY ANN	SUN CITY CENTER, FL
	VINSON, ANTHONY R AND VINCON, TRA	CI OCEANSIDE, CA
	WAITMAN, DONALD C AND KRISTE A	PHOENIX, AZ
	WALKER, MICHAEL T	NORTH AUGUSTA, SC
	WALTON, FREDERICK G	PLEASANT GROVE, AL
	WAYNE DYE, LONNIE	MOORESVILLE, NC
PRC	POSED] FINAL APPROVAL 18	CASE NO. 09

1	NAME		ADDRESS
1	WEATHERLEY, HOWARD L		RICHARDSVILLE, VA
2	WEBBER, JAMES SCOTT		REDDING, CA
3	WEBER, MARK A		WEST HILLS, CA
	WEIKEL, JOANNE M		STERLING, VA
4	WESSEL, GREG L		WILMINGTON, NC
5	WHITLOW, KATHERINE I		CORONA, CA
6	WHITLOW, RICHARD D		CORONA, CA
	WILKS, CLIFTON D AND MARY C		LOCUST GROVE, VA
7	WILLIAMS, BRANT G		JUPITER, FL
8	WILLIAMS, KAREN		SAN MATEO, CA
	WILLIAMS, REENA SHARON		CAMPBELL, CA
9	WILSON, RODNEY A		TACOMA, WA
10	WILTBERGER, ARLENE		SAN CARLOS, CA
11	WONG, BRANT		CONCORD, CA
	YAP, ADONIS AND SUSAN M DIGANO	H	TRACY, CA
12	ZIELINSKI, THOMAS W		GRAYSLAKE, IL
13			
14	UNTIMELY	I EXCLU	SIONS
15	NAME		ADDRESS
15	CATES, RONALD		LOS ANGELES, CA
16	GUTIERREZ, PAUL		ALBUQUERQUE, NM
17			
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28	Proposed] Final Approval Order	19	CASE NO. 09-cv-4152-CW