

EXHIBIT L

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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

<p>ALBERTO MALTA, ON BEHALF OF HIMSELF AND ALL OTHERS SIMILARLY SITUATED,</p> <p>PLAINTIFFS,</p> <p>V.</p> <p>THE FEDERAL HOME LOAN MORTGAGE CORPORATION A/K/A FREDDIE MAC; AND WELLS FARGO HOME MORTGAGE, INC.,</p> <p>DEFENDANTS.</p>	<p>Case No: 10-CV-1290-BEN (NLS)</p> <p>FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE</p> <p>[Docket No. 60]</p>
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1 On June 15, 2012, after extensive arms-length negotiations, and settlement
2 discussions before Magistrate Judge Barbara Lynn Major, and two mediation
3 sessions, one before the Hon. Howard B. Wiener, Ret. and the other before Hon. Leo
4 S. Papas, Ret., Plaintiffs and Defendants (herein jointly referred to as the “Parties”)
5 entered in to a Class Action Settlement Agreement (hereinafter referred to as the
6 “Agreement”), which is subject to review under Fed. R. Civ. P. 23. On June 18,
7 2012, the Parties filed the Agreement, along with Plaintiffs’ Unopposed Motion for
8 Preliminary Approval of Class Action Settlement Agreement (hereinafter referred to
9 as the “Preliminary Approval Motion”). The Agreement settles this action, entitled
10 *Malta v. The Federal Home Mortgage Corporation a/k/a Freddie Mac et al.*, 10-CV-
11 1290-BEN-NLS (S.D. Cal.) as well as the combined action, entitled *Danny Allen, Jr.*
12 *v. Wells Fargo Auto Finance, Inc.*, 10-CV-02657 W (JMA) (S.D. Cal.), in the United
13 States District Court of California (hereinafter referred jointly as the “Action”).

14 On February 5, 2013, upon consideration of the Agreement, Preliminary
15 Approval Motion, and the record, the Court entered an Order of Preliminary
16 Approval of Class Action Settlement (hereinafter referred to as the “Preliminary
17 Approval Order”). Pursuant to the Preliminary Approval Order, the Court, among
18 other things, (i) preliminarily certified (for settlement purposes only) two
19 subclasses of plaintiffs (hereinafter referred to as the “Class Members”) with
20 respect to the claims asserted in the Lawsuit; (ii) preliminarily approved the
21 proposed settlement; (iii) appointed Plaintiffs Alberto Malta and Danny Allen, Jr.
22 as the Class Representatives; (iv) appointed Hyde & Swigart, the Kazerouni Law
23 Group, APC and the Law Offices of Douglas J. Champion, APC as “Class Counsel”;
24 and (v) set the date and time of the Final Approval Hearing for June 19, 2013, at
25 9:00 a.m.

26 On May 3, 2013, Plaintiffs filed their Motion for Attorneys’ Fees, Costs of
27 Litigation and Incentive Payments (hereinafter referred to as the “Fee Brief”).

28 On May 22, 2013, the Plaintiffs filed their Motion for Final Approval of

1 Class Action Settlement Agreement (hereinafter referred to as the “Final Approval
2 Motion”). Pursuant to their Final Approval Motion, the Plaintiffs request final
3 certification of the settlement subclasses under Fed. R. Civ. P. 23(b)(3) and final
4 approval of the proposed class action settlement. On June 7, 2013, Plaintiffs filed
5 their Supplemental Brief in Support of Final Approval.

6 On June 19, 2013, a Final Approval Hearing was held pursuant to Fed. R.
7 Civ. P. 23 to determine whether the Action satisfies the applicable prerequisites for
8 class action treatment and whether the proposed settlement is fundamentally fair,
9 reasonable, adequate, and in the best interests of the Class Members and should be
10 approved by the Court.

11 The Court has read and considered the Agreement, Fee Brief, the Final
12 Approval Motion and the record. All capitalized terms used herein have the
13 meanings defined herein and/or in the Agreement.

14 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

- 15 1. **JURISDICTION:** The Court has jurisdiction over the subject matter of the
16 Action and over all settling parties hereto.
- 17 2. **SETTLEMENT CLASS MEMBERS:** Pursuant to Fed. R. Civ. P. 23(b)(3),
18 the Action is hereby finally certified, for settlement purposes only, as a class
19 action on behalf of the following Settlement Class members (comprised of
20 two subclasses) with respect to the claims asserted in the Lawsuit:

21 Subclass One:

22 All subscribers to wireless telephone number whose
23 numbers were dialed by Wells Fargo in connection with
24 its serving of Residential Mortgage Loan, including
25 borrowers and co-borrowers on such loans, and including
26 third parties called in connection with the serving of such
27 loans, where such calls were placed through the use of an
28 automated dialer system and/or artificial or pre-recorded
voice during the Class Period June 16, 2006 to November
16, 2011.

1 Preliminary Approval Order, p. 14:22-27.

2 Subclass Two:

3 All subscribers to wireless telephone number whose
4 numbers were dialed by Wells Fargo in connection with
5 its serving of Auto Loan account, including borrowers
6 and co-borrowers on such loans, and including third
7 parties called in connection with the serving of such
8 loans, where such calls were placed through the use of an
9 automated dialer system and/or artificial or pre-recorded
voice during the Class Period December 23, 2006 to
November 16, 2011.

10 Preliminary Approval Order, p. 15:1-6.

- 11 3. **CLASS REPRESENTATIVE AND CLASS COUNSEL**
12 **APPOINTMENT:** Pursuant to Fed. R. Civ. P. 23, the Court finally certifies
13 Plaintiffs Alberto Malta and Danny Allen, Jr. as the Class Representatives,
14 and Hyde & Swigart, the Kazerouni Law Group, APC and the Law Offices of
15 Douglas J. Champion, APC as “Class Counsel.”
- 16 4. **NOTICE AND CLAIMS PROCESS:** Pursuant to the Court’s Preliminary
17 Approval Order, the Claims Administrator ILYM Group, Inc. (hereinafter
18 referred to as “Claims Administrator”) has complied with the approved notice
19 process as confirmed in its declaration filed with the Court. The form and
20 method for notifying the Settlement Class members of the settlement and its
21 terms and conditions was in conformity with this Court’s Preliminary
22 Approval Order and satisfied the requirements of Fed. R. Civ. P. 23(c)(2)(B)
23 and due process, and constituted the best notice practicable under the
24 circumstances. The Court finds that the notice process was designed to advise
25 the Settlement Class members of their rights. Further, the Court finds that the
26 claim process set forth in the Agreement was followed and that the process
27 was the best practicable procedure under the circumstances.

1 5. **CAFA NOTICE:** On February 15, 2013, the Claims Administrator filed the
2 requisite CAFA notice pursuant to 28 U.S.C. § 1715 with the U.S. Attorney
3 General and the Attorney General of each state.

4 6. **FINAL CLASS CERTIFICATION:** The Court again finds that the Action
5 satisfies the applicable prerequisites for class action treatment under Fed. R.
6 Civ. P. 23, namely:

7 1) The Settlement Class members are so numerous that joinder of all of
8 them in the Lawsuit would be impracticable;

9 2) There are questions of law and fact common to the Settlement Class
10 members, which predominate over any individual questions;

11 3) The claims of Plaintiffs are typical of the claims of the Settlement
12 Class members;

13 4) The Plaintiffs and Class Counsel have fairly and adequately
14 represented and protected the interests of all the Settlement Class
15 members; and

16 5) Class treatment of these claims will be efficient and manageable,
17 thereby achieving an appreciable measure of judicial economy, and a
18 class action is superior to other available methods for a fair and
19 efficient adjudication of this controversy.

20 The Court finds that the settlement of the Action, on the terms and
21 conditions set forth in the Agreement, is in all respects fundamentally fair,
22 reasonable, adequate, and in the best interests of the Settlement Class
23 members, especially in light of the benefits to the Settlement Class Members,
24 the strength of the Plaintiffs' case, the complexity, expense and probable
25 duration of further litigation, the risk and delay inherent in possible appeals,
26 and the risk of collecting any judgment obtained on behalf of the class.

27 7. **SETTLEMENT TERMS:** The Agreement, which has been filed with the
28

1 Court and shall be deemed incorporated herein, and the proposed Settlement
2 are finally approved and shall be consummated in accordance with the terms
3 and provisions thereof, except as amended by any order issued by this Court.
4 The material terms of the Agreement include, but are not limited to, the
5 following:

6 A. The Claims Administrator shall pay each of the 120,547 claimants that
7 made a timely and valid claim as well as the 103 claimants that made a
8 late claim, the sum of \$84.82.

9 B. The Claims Administrator shall pay from the Settlement Fund the sum of
10 \$1,500 to each of the two Plaintiffs Alberto Malta and Danny Allen, Jr.,
11 for a total of \$3,000, payable through Class Counsel, as Incentive
12 Payments for bringing and participating in this Action;

13 C. The Claims Administrator shall be paid from the Settlement Fund the sum
14 of \$2,997,291 for its costs and fees incurred for the cost of notice and
15 claims administration; and

16 D. The Claims Administrator shall pay from the Settlement Fund to Class
17 Counsel the sum of \$3,847,500 (22.5% of the \$17,100,000 Settlement
18 Fund) as attorneys' fees and the sum of \$18,619.37 as costs incurred in
19 litigating this Action, in the manner specified in the Agreement.

20 8. **EXCLUSIONS AND OBJECTIONS:** A total of 47 exclusions were
21 received, including Tonya Barron's letter to the Claims Administrator that
22 will be construed as an exclusion and Taisha Day's late request for exclusion.
23 Those persons requesting exclusion are named in Exhibit A to this Order.
24 The Court hereby excludes these individuals from the class and settlement.
25 The Settlement Class members were given an opportunity to object to the
26 settlement. There were 7 objections filed by Class Members. The Class
27 Members who filed objections were: (1) Jada Longchamp (including her
28 husband Harard Longchamp; (2) Julius Dunmore; (3) Gordon Morgan; (4)

1 Thomas V. Krajenta;¹ (5) Jarod Weatherford; (6) Patricia K. Thomas; and (7)
2 James Wood.² After consideration of each of the objections, the Court hereby
3 overrules such objections. This Order is binding on all Settlement Class
4 members, except those individuals named in Exhibit A, who validly and
5 timely excluded themselves from the Class.

6 9. **RELEASE OF CLAIMS AND DISMISSAL OF LAWSUIT:** The Class
7 Representatives, Settlement Class Members, and their successors and assigns
8 are permanently barred and enjoined from instituting or prosecuting, either
9 individually or as a class, or in any other capacity, any of the Released
10 Claims against any of the Released Parties, as set forth in the Agreement.
11 Pursuant to the Release contained in the Agreement, the Released Claims are
12 compromised, discharged, and dismissed with prejudice by virtue of these
13 proceedings and this Order.

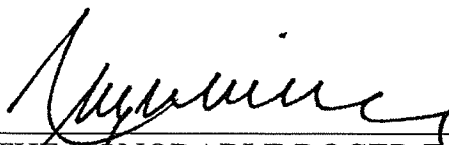
14 10. The Action is hereby dismissed with prejudice in all respects.

15 11. This Order is not, and shall not be construed as, an admission by Defendants
16 of any liability or wrongdoing in this or any other proceeding.

17 12. Without affecting the finality of this Final Judgment and Order of Dismissal
18 with Prejudice, the court hereby retains continuing and exclusive jurisdiction
19 over the Parties and all matters relating to the Action and/or Agreement,
20 including the administration, interpretation, construction, effectuation,
21 enforcement, and consummation of the settlement and this order.

22 **IT IS SO ORDERED.**

23
24 Dated: June 21, 2013


25 THE HONORABLE ROGER T. BENITEZ
26 UNITED STATES DISTRICT COURT

27 ¹ Thomas V. Krajenta later withdrew this objection. (See Docket No. 88.)

28 ² To the extent Greg Gemar's letter to the Court (Docket No. 86) can be construed as an
objection, it is also overruled.

Exhibit A

Exclusions:

Alan Katnich
Maria Katnich
Chad Barbieri
David Michael Giannelli
Timothy Matthew
Gene Myrick
George Christian
Michele Christian
Ryan Henderson
Barbara Porter
Joseph Stevens
Greg Vaughan
Mumtz Begum Shaik
Edward Cherry
Martha Wilson
Matthew Alves
Lori L. Archbold
Keith Randall
Beverly Randall
Reginald White
Carmel Senat
Antonio Campos
Margarito Chavera
Elisha Lopez
Michael Frost
Tina M. Campana
Sandra Martinez
Melina Norton
Scott Henderson
Samuel J. May
Jason LaTour
Kathleen Joy Rudnick
Matthew Hochstrasser
Tyler Raymond Welling
Madeline E. Mount
William B. Mount

Leesha Keller
Crystal Whitman
Matt Chapman
Elizabeth Chapman
Joshua Harp
Joan Harp
Aaron Trembath
Felicia Trembath
Jeffrey Estep
Tonya Barron
Taisha Day