

EXHIBIT B

To Stipulation

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF IOWA
CENTRAL DIVISION**

GREGORY YOUNG, et al.,

Plaintiffs,

v.

WELLS FARGO & CO., and
WELLS FARGO BANK, N.A.,

Defendants.

Case No. 4:08-CV-507 RP-CFB

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT OF
DISMISSAL WITH PREJUDICE**

WHEREAS, the Court is advised that the Parties,¹ through their counsel, have agreed, subject to Court approval following notice to the Class and a hearing, to settle this Action (the “Action”) upon the terms and conditions set forth in the Stipulation and Agreement of Settlement (the “Stipulation”) which was filed with the Court; and

WHEREAS, the Court entered its Order Preliminarily Approving Settlement and Providing for Notice, which amended the definition of the previously certified Class for settlement purposes only and preliminarily approved Notice to the Class (including notice of the proposed Settlement and of a fairness hearing thereon), and said notice has been made, and the fairness hearing has been held;

NOW, THEREFORE, based upon the Stipulation and all of the filings, records, and proceedings herein, and it appearing to the Court upon examination that the Stipulation and Settlement are fair, reasonable, and adequate, and upon a Settlement Fairness Hearing having

¹ As used herein, the term “Parties” means Plaintiffs Connie Huyer, Edward R. Huyer, Jr., Carlos Castro, and Hazel P. Navas-Castro (collectively, “Plaintiffs”) on behalf of themselves and the Class (defined below), and Defendants Wells Fargo & Co. and Wells Fargo Bank, N.A. (collectively, “Wells Fargo” or “Defendants”).

been held after Notice to the Class of the proposed Settlement to determine if the Stipulation and Settlement are fair, reasonable, and adequate and whether a Final Judgment of Dismissal with Prejudice (“Final Judgment”) should be entered in this Action based upon the Stipulation;

THE COURT HEREBY FINDS AND CONCLUDES THAT:

A. The provisions of the Stipulation, including definitions of the terms used therein, are hereby incorporated by reference as though fully set forth herein.

B. This Court has jurisdiction over the subject matter of this Action and all of the Parties and all Class Members.

C. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the Settlement only, amendment of the Class definition is appropriate and the amended Class definition is: all Persons who have or had a mortgage serviced by Wells Fargo and owe or paid a property inspection fee assessed during the period August 1, 2004 through December 31, 2013, inclusive. Excluded from the Class are Defendants, any entity in which a Defendant has a controlling interest or is a parent or subsidiary of, or any entity that is controlled by a Defendant, and any of Defendants’ officers, directors, employees, affiliates, legal representatives, heirs, predecessors, successors, and assigns. Also excluded from the Class are those Persons who timely and validly request exclusion from the Class.

D. For all of the reasons set forth in this Court’s Order dated October 23, 2013, and solely for purposes of effectuating the Settlement, the Court finds that (i) the members of the Class are so numerous that joinder of all Class members in the Action would be impracticable; (ii) there are questions of law and fact common to the Class that predominate over individual questions; (iii) the claims of Plaintiff are typical of the claims of the Class; (iv) Plaintiffs and Plaintiffs’ Counsel can fairly and adequately represent and protect the interests of Class

members; and (v) a class action is superior to other available methods for the fair and efficient adjudication of the controversy, considering the interests of the Class members in individually controlling the prosecution of separate actions, the extent and nature of any litigation concerning the controversy already commenced by Class members, the desirability or undesirability of continuing the litigation of these claims in this particular forum, and the difficulties likely to be encountered in the management of a class action.

E. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court hereby certifies, solely for purposes of effectuating the Settlement and for no other purpose, Plaintiffs Connie Huyer, Edward R. Huyer, Jr., Carlos Castro and Hazel P. Navas-Castro as representatives of the Class, and appoints the law firms of Scott+Scott, Attorneys At Law, LLC and Reese LLP as Co-Lead Class Counsel.

F. The form, content, and method of dissemination of Notice given to the Class was adequate and reasonable and constituted the best notice practicable under the circumstances, including individual notice to all Class Members who could be identified through reasonable effort.

G. Notice, as given, complied with the requirements of Rule 23 of the Federal Rules of Civil Procedure, satisfied the requirements of due process, and constituted due and sufficient notice of the matters set forth herein.

H. The Settlement set forth in the Stipulation is fair, reasonable, and adequate and in the best interests of the Class.

i. The Settlement was negotiated vigorously and at arm's-length by Plaintiffs and their experienced counsel on behalf of the Class. The case settled only after: (a) several failed attempts at resolution and with the

assistance of a retired U.S. District Court Magistrate Judge; (b) the drafting and submission of a complaint that, in part, survived a motion to dismiss brought by the Defendants (*see Young v. Wells Fargo & Co.*, 671 F.Supp.2d 1006 (S.D. Iowa 2009)); (c) full briefing and a decision on Plaintiffs' Motion for Class Certification (*see Hoyer v. Wells Fargo & Co.*, 295 F.R.D. 332 (S.D. Iowa 2013)); (d) a Fed. R. Civ. P. 23(f) challenge to the Court's class certification decision; and (e) significant discovery, which included the production and review and analysis of approximately 50,000 pages of records and 13.5 gigabytes of loan level data, depositions of twelve (12) expert or percipient witnesses, and motion practice with respect to discovery. Accordingly, both the Plaintiffs and Defendants were well positioned to evaluate the settlement value of this Action. The Stipulation has been entered into in good faith and is not collusive.

- ii. If the Settlement had not been achieved, both Plaintiffs and Defendants faced the expense, risk, and uncertainty of extended litigation. The Court takes no position on the merits of either Plaintiffs' or Defendants' arguments, but notes these arguments as evidence in support of the reasonableness of the Settlement.

I. Plaintiffs, all Class Members, and Defendants are hereby bound by the terms of the Settlement set forth in the Stipulation.

IT IS HEREBY ORDERED THAT:

1. The Stipulation and the Settlement embodied therein are approved as final, fair, reasonable and adequate. The Settlement shall be consummated in accordance with the terms and provisions of the Stipulation.

2. The Action and all claims that are or have ever been contained therein, as well as all of the Released Claims, are dismissed with prejudice as to the Plaintiffs, the Class Members, and all other Releasing Parties. The Parties are to bear their own costs, except as otherwise provided in the Stipulation.

3. All Released Defendants as defined in the Stipulation are released in accordance with, and as defined in, the Stipulation.

4. Upon the Effective Date of this Settlement, Plaintiffs and all Class Members, on behalf of themselves and each of the Releasing Parties shall be deemed to have, and by operation of this Final Judgment shall have, fully, finally, and forever waived, released, relinquished, and discharged all Released Claims against the Released Defendants, regardless of whether such Class Member cashes an award check or executes and delivers a Proof of Claim (if required).

5. Upon the Effective Date of this Settlement, each of the Defendants shall be deemed to have, and by operation of this Final Judgment, shall have fully, finally, and forever released and discharged Plaintiffs, Plaintiffs' Counsel, and each and all of the Class Members from any and all claims relating to the institution, prosecution or settlement of: (a) the Action or (b) the Released Claims. Nothing in this Final Judgment shall operate or be construed to release any claims or rights Wells Fargo has to recover any past, present or future amounts that may be owed by Plaintiffs, Class Members, or Plaintiffs' Counsel on his/her accounts, loans, or

any other debts owed to or serviced by Wells Fargo, pursuant to the terms and conditions of such accounts, loans, or any other debts.

6. All Class Members who have not made their objections to the Settlement in the manner provided in the Notice are deemed to have waived any objections by appeal, collateral attack, or otherwise.

7. All Class Members who have failed to properly file Requests for Exclusion (requests to opt out) from the Class are bound by the terms and conditions of the Stipulation and this Final Judgment and release and forever discharge the Released Defendants from all Released Claims as provided in the Stipulation and herein. A list of all Persons, if any, who validly and timely filed a Request for Exclusion is attached hereto as Exhibit 1.

8. Plaintiffs' Counsel are hereby awarded attorneys' fees of ____% of the \$25,750,000 Defendants are paying to settle the Action, which sum the Court finds to be fair and reasonable, and \$ _____ in reimbursement of expenses. The aforementioned attorneys' fees shall be allocated by Co-Lead Class Counsel in a manner which in their good faith judgment reflects each counsel's contribution to the institution, prosecution, and resolution of the Action.

9. In making this award of attorneys' fees and reimbursement of expenses to be paid from the Settlement Fund, the Court has considered and found that:

(a) The Settlement has resulted in the payment of \$25,750,000 in cash, on which interest has accrued, and that Class Members will benefit from the Settlement created by Plaintiffs' Counsel;

(b) Over _____ copies of Postcard Notices A and B were disseminated to putative Class Members indicating that Plaintiffs' Counsel were moving for attorneys' fees in the amount of up to 33 1/3% of the Settlement Fund and for reimbursement of expenses in an

amount of approximately \$_____ and [only ____] [no] objections were filed against the terms of the proposed Settlement or the ceiling on the fees and expenses requested by Plaintiffs' Counsel contained in the Notice;

(c) The Action involves complex factual and legal issues, was actively prosecuted and, in the absence of a settlement, would involve further lengthy proceedings with uncertain resolution of the complex factual and legal issues;

(d) Had Plaintiffs' Counsel not achieved the Settlement, there would remain a significant risk that Plaintiffs and the Class may have recovered less or nothing from the Defendants; and

(e) The amount of attorneys' fees awarded and expenses reimbursed from the Settlement Fund are consistent with awards in similar cases.

10. The Court finds that an award to Plaintiffs for their time and efforts in representing the Class in the prosecution of this Action is fair and reasonable, and thus awards each of the Plaintiffs \$_____ from the Settlement Fund. Each of the Plaintiffs was deposed, responded to written discovery, produced documents, and oversaw the prosecution of this Action by their counsel.

11. All other provisions of the Stipulation are incorporated into this Final Judgment as if fully rewritten herein. To the extent that the terms of this Final Judgment conflict with the terms of the Stipulation, the Stipulation shall control.

12. Plaintiffs, all Class Members, and all other Releasing Parties are hereby **BARRED AND PERMANENTLY ENJOINED** from instituting, commencing, maintaining, or prosecuting in any court or tribunal any of the Released Claims against any of the Released Defendants.

13. Defendants and their successors or assigns are hereby BARRED AND PERMANENTLY ENJOINED from instituting, commencing, maintaining, or prosecuting any claims relating to the institution, prosecution or settlement of: (a) the Action or (b) the Released Claims against Plaintiffs, Class Members, or Plaintiffs' Counsel.

14. The Plan of Allocation set forth in the Notice is approved as fair and reasonable, and Plaintiffs' Counsel are directed to arrange for the administration of the Settlement in accordance with its terms and provisions. Any modification or change in the Plan of Allocation that may hereafter be approved shall in no way disturb or affect this Final Judgment or the releases provided hereunder and shall be considered separate from this Final Judgment.

15. The Court hereby decrees that neither the Stipulation nor this Final Judgment nor the fact of the Settlement is an admission or concession by the Released Defendants, or any of them, of any liability or wrongdoing. This Final Judgment is not a finding of the validity or invalidity of any of the claims asserted or defenses raised in the Action. Neither the Stipulation nor this Final Judgment nor the fact of Settlement nor the settlement proceedings nor the settlement negotiations nor any related documents shall be offered or received in evidence as an admission, concession, presumption, or inference against any of the Released Defendants in any proceeding, other than such proceedings as may be necessary to consummate or enforce the Stipulation, or in an action or proceeding to determine the availability, scope, or extent of insurance coverage (or reinsurance related to such coverage) for the sums expended for the Settlement and defense of this Action.

16. The Action is dismissed with prejudice; subject, however, to this Court retaining jurisdiction over compliance with the Stipulation and this Final Judgment.

17. The Court hereby bars (i) all future claims for contribution arising out of the Action or the Released Claims by any Person against the Released Defendants; and (ii) all future claims for contribution relating to the institution, prosecution or settlement of the Action or the Released Claims by any Person against Plaintiffs and Plaintiffs' Counsel.

18. Nothing in this Final Judgment constitutes or reflects a waiver, release or discharge of any rights or claims of Released Defendants against their insurers, or their insurers' subsidiaries, predecessors, successors, assigns, affiliates, or representatives. Nothing in this Final Judgment constitutes or reflects a waiver or release of any rights or claims relating to indemnification, advancement, or any undertakings by an indemnified party to repay amounts advanced or paid by way of indemnification or otherwise.

19. In the event that the Stipulation is terminated in accordance with its terms, (i) this Final Judgment shall be rendered null and void and shall be vacated *nunc pro tunc*, and (ii) this Action shall proceed as provided in the Stipulation.

20. There is no just reason for delay, and this is a final, appealable order as of when it is stamped as received for filing.

21. Final judgment shall be entered herein.

So ordered.

Dated: _____, 2015

HONORABLE ROBERT W. PRATT
UNITED STATES DISTRICT COURT JUDGE,
SOUTHERN DISTRICT OF IOWA, CENTRAL
DIVISION