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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA — OAKLAND DIVISION

LATARA BIAS, ERIC BREAUX, and TROY  
LYNNE MORRISON, individually, and on  
behalf of other members of the general public  
similarly situated,

Plaintiffs,

vs.

WELLS FARGO & COMPANY, a Delaware  
corporation, and WELLS FARGO BANK,  
N.A., a national association,

Defendants.

Case No. 4:12-cv-00664-YGR

~~PROPOSED~~ FINAL APPROVAL  
ORDER AND JUDGMENT OF  
DISMISSAL WITH PREJUDICE

1           WHEREAS, the Court is advised that the Parties,<sup>1</sup> through their counsel, have agreed,  
2 subject to Court approval following notice to the Class and a hearing, to settle this Action (the  
3 “Action”) upon the terms and conditions set forth in the Settlement Agreement (the  
4 “Settlement”) which was filed with the Court, and all capitalized terms used herein having the  
5 meanings defined in the Settlement; and

6           WHEREAS, the Court entered its Order Preliminarily Approving Settlement and  
7 Providing for Notice, setting forth the previously certified Class for settlement purposes only  
8 and preliminarily approved Notice of Settlement to the Class (including notice of the proposed  
9 Settlement and of a fairness hearing thereon), and said notice has been made, along with notice  
10 pursuant to 28 U.S.C. § 1715 provided to the appropriate regulators, and the fairness hearing has  
11 been held;

12           NOW, THEREFORE, based upon the Settlement and all of the filings, records, and  
13 proceedings herein, and it appearing to the Court upon examination that the Settlement is fair,  
14 reasonable, and adequate, and upon a Settlement Fairness Hearing having been held after Notice  
15 to the Class of the proposed Settlement to determine if the terms of the Settlement are fair,  
16 reasonable, and adequate and whether a Final Judgment of Dismissal with Prejudice (“Final  
17 Judgment”) should be entered in this Action based upon the Settlement;

18           **THE COURT HEREBY FINDS AND CONCLUDES THAT:**

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

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

23           C.       On December 17, 2015, the Court granted-in-part and denied-in-part Plaintiffs’  
24 motion for class certification. The Court amended the class definition on March 7, 2016.

25 \_\_\_\_\_  
26 <sup>1</sup> As used herein, the term “Parties” means Plaintiffs Latara Bias, Eric Breaux and Troy  
27 Lynne Morrison (collectively, “Plaintiffs”) on behalf of themselves and the Class (defined below),  
28 and Defendants Wells Fargo & Co. and Wells Fargo Bank, N.A. (collectively, “Wells Fargo” or  
“Defendants”).

1 D. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes  
2 of the Settlement only, the Court hereby adopts and reaffirms the Class set forth in its March 7,  
3 2016 Order as the Settlement Class in this Action, as follows: “All residents of the United States  
4 of America who had a residential mortgage serviced by Wells Fargo Bank, N.A., or its  
5 subsidiaries or divisions, and who paid for one or more Broker’s Price Opinions charged by Wells  
6 Fargo (through PAS), for an amount greater than the amount Wells Fargo (through PAS) paid a  
7 third party vendor for the corresponding [BPO], from May 6, 2005 through July 1, 2010.”  
8 Excluded from the Settlement Class are Defendants, any entity in which a Defendant has a  
9 controlling interest or is a parent or subsidiary of, or any entity that is controlled by a Defendant,  
10 and any of Defendants’ officers, directors, employees, affiliates, legal representatives, heirs,  
11 predecessors, successors, and assigns. Also excluded from the Settlement Class are Class  
12 Members who provided valid and timely notice to exclude themselves or Opt-Out of this Action  
13 by the deadline.

14 E. For all of the reasons set forth in this Court’s Orders dated December 17, 2015 and  
15 March 7, 2016, and solely for purposes of effectuating the Settlement, the Court finds that (i) the  
16 members of the Settlement Class are so numerous that joinder of all Settlement Class Members in  
17 the Action would be impracticable; (ii) there are questions of law and fact common to the  
18 Settlement Class that predominate over individual questions; (iii) the claims of Plaintiffs are  
19 typical of the claims of the Settlement Class; (iv) Plaintiffs and Class Counsel can fairly and  
20 adequately represent and protect the interests of Settlement Class Members; and (v) a class action  
21 is superior to other available methods for the fair and efficient adjudication of the controversy,  
22 considering the interests of the Settlement Class Members in individually controlling the  
23 prosecution of separate actions, the extent and nature of any litigation concerning the controversy  
24 already commenced by Settlement Class Members, the desirability or undesirability of continuing  
25 the litigation of these claims in this particular forum, and the difficulties likely to be encountered  
26 in the management of a class action.

27 F. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court hereby  
28 certifies, solely for purposes of effectuating the Settlement and for no other purpose, Plaintiffs

1 Latara Bias, Eric Breaux and Troy Lynne Morrison as Class Representatives, and appoints the law  
2 firms of Baron & Budd, P.C.; Cossich, Sumich, Parsiola and Taylor; and Kingsmill Riess, LLC as  
3 Class Counsel.

4 G. The form, content, and method of dissemination of Notice of Settlement given to  
5 the Settlement Class was adequate and reasonable and constituted the best notice practicable  
6 under the circumstances, including both individual notice to all Settlement Class Members who  
7 could be identified through reasonable effort and publication notice.

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

11 I. Notice of the Settlement was provided to the appropriate regulators pursuant to  
12 the Class Action Fairness Act, 28 U.S.C. § 1715(c)(1).

13 J. The Settlement is fair, reasonable, and adequate and in the best interests of the  
14 Settlement Class.

15 i. The Settlement was negotiated vigorously and at arm's-length by  
16 Plaintiffs and their experienced counsel on behalf of the Settlement Class.  
17 The case settled only after: (a) several failed attempts at resolution and  
18 with the assistance of a retired U.S. District Court Judge; (b) extensive  
19 briefing on multiple motions, including Wells Fargo's motions to dismiss  
20 filed June 15, 2012 and August 7, 2012, Plaintiffs' motion for class  
21 certification filed June 9, 2015, and Wells Fargo's motion for summary  
22 judgment, filed April 5, 2016, which was fully briefed, argued, submitted  
23 and pending as of the Settlement was reached; (c) the Parties engaged in  
24 extensive discovery, including production by Wells Fargo of electronically  
25 stored information, additional voluminous data, and over 124,000 pages of  
26 documents; (d) the Parties exchanged reports from six expert witness, and  
27 took depositions of the six expert witnesses and over twenty fact witnesses.  
28 Accordingly, both the Plaintiffs and Defendants were well positioned to

1 evaluate the settlement value of this Action. The Settlement has been  
2 entered into in good faith and is not collusive.

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

8 K. Plaintiffs, all Settlement Class Members, and Defendants are hereby bound by the  
9 terms of the Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Settlement is approved as final, fair, reasonable and adequate. The  
12 Settlement shall be consummated in accordance with its terms and provisions.

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

17 3. Wells Fargo and all Released Parties as defined in the Settlement are released in  
18 accordance with, and as defined in, the Settlement.

19 4. Upon the Effective Date of this Settlement, Plaintiffs and all Settlement Class  
20 Members, on behalf of themselves and each of the Releasing Parties shall be deemed to have, and  
21 by operation of this Final Judgment shall have, fully, finally, and forever waived, released,  
22 relinquished, and discharged all Released Claims against Wells Fargo and the Released Parties,  
23 regardless of whether such Settlement Class Member cashes a settlement check.

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

27 6. All Settlement Class Members who failed to properly file requests to be excluded  
28 from the Class, or Opt-Out, by the Opt-Out Deadline are bound by the terms and conditions of

1 the Settlement and this Final Judgment and release and forever discharge the Released Parties  
2 from all Released Claims as provided in the Settlement and herein. A list of the 78 Persons who  
3 validly and timely filed a request for exclusion or Opt-Out is attached hereto as **Exhibit 1**.

4 7. Class Counsel are hereby awarded attorneys' fees of \$12.5 million (\$12,500,000)  
5 out of the Settlement Fund, which sum the Court finds to be fair and reasonable, and \$1.5 million  
6 (\$1,500,000) in reimbursement of expenses out of the Settlement Fund. The aforementioned  
7 attorneys' fees shall be allocated by Class Counsel in a manner which in their good faith judgment  
8 reflects each counsel's contribution to the institution, prosecution, and resolution of the Action.

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

11 (a) The Settlement has resulted in the payment of \$50,000,000 in cash, on which  
12 interest has accrued, and that Settlement Class Members will benefit from the Settlement;

13 (b) Over 288,000 copies of the Notice of Settlement were disseminated to Settlement  
14 Class Members indicating that Class Counsel were moving for attorneys' fees in the amount of up  
15 to \$12,500,000 out of the Settlement Fund, and for Service Awards of up to \$10,000 along with  
16 reimbursement of expenses in an amount of up to \$1,500,000 out of the Settlement Fund, and no  
17 objections were filed against the terms of the proposed Settlement or the ceiling on the fees and  
18 expenses requested by Class Counsel contained in the Notice of Settlement;

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

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

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

27 10. The Court finds that an award to Plaintiffs for their time and efforts in representing  
28 the Class in the prosecution of this Action is fair and reasonable, and thus awards each of the

1 Plaintiffs \$10 thousand (\$10,000) out of the Settlement Fund. Each of the Plaintiffs was deposed,  
2 responded to written discovery, produced documents, and oversaw the prosecution of this Action  
3 by their counsel.

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

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

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

22 14. The Action is dismissed with prejudice; subject, however, to this Court retaining  
23 jurisdiction over compliance with the Settlement and this Final Judgment.

24 15. The Court hereby bars all future claims for contribution arising out of the Action or  
25 the Released Claims by any Person against the Released Parties.

26 16. Nothing in this Final Judgment constitutes or reflects a waiver, release or discharge  
27 of any rights or claims of Wells Fargo or the Released Parties against their insurers, or their  
28 insurers' subsidiaries, predecessors, successors, assigns, affiliates, or representatives. Nothing in

1 this Final Judgment constitutes or reflects a waiver or release of any rights or claims relating to  
2 indemnification, advancement, or any undertakings by an indemnified party to repay amounts  
3 advanced or paid by way of indemnification or otherwise.

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

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

9 19. Final judgment shall be entered herein.

10 IT IS SO ORDERED.

11 Dated: April 13, 2017

  
HONORABLE YVONNE GONZALEZ ROGERS  
UNITED STATES DISTRICT COURT JUDGE

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# **Exhibit 1**

## Bias v. Wells Fargo Bank Settlement

Case No.: 4:12-cv-00664-YGR

## Exhibit 1

## Exclusion Requests

	First Name 1	Middle Name 1	Last Name 1	First Name 2	Middle Name 2	Last Name 2
1	DAVID	C	TOURJE	LINDA	L	TOURJE
2	KIMBERLY	A	HEFFNER			
3	BRENDA	G	NICKS			
4	ANNETTE		GRIFFIS-CARTER			
5	MARY	C	ANGERS			
6	JAMES	E	GULLETT	MARY	H	GULLETT
7	BETTY		VEITEL			
8	NOEL		FINN	NANETTE		FINN
9	CLOVIS		NELSON			
10	DENISE	C	BYRD	ERIC	D	BYRD
11	SIDNEY	A	FREEMAN SR			
12	THERESA	M	ORTIZ			
13	MARGARET		WILLIAMS			
14	JOSEPH	C	LIKENS	PATRICIA	L	LIKENS
15	RODOLFO		ROJAS			
16	REESHEMA		BRITT			
17	WILLIAM	J	GDOVICK	SHARON	L	GDOVICK
18	RODRIGO		SILVEIRA			
19	YOHISI		VALDERRAMA	JAMIE	MANUEL	VALDERRAMA
20	CARLO	P	CASAGRANDE	LISA	A	MANISCALCO
21	JAIME		ABREGO			
22	OSCAR	J	LLAMAS			
23	VICTORIA		DISPOTO	MARK	J	DISPOTO
24	RUBEN		HURTADO			
25	PAULA		RICE			
26	JAMES	A	SMITH			
27	MICHELLE	A	THOMANN	DONALD	G	THOMANN SR
28	DANA	M	SPAID			
29	GARY	L	HOFFMAN	VIRGINIA	E	HOFFMAN
30	RODRICK	I	SATRE	BONITA	SATRE	DALEY
31	ESTATE OF STELLA		NICK			

*Bias v. Wells Fargo Bank Settlement*

Case No.: 4:12-cv-00664-YGR

## Exhibit 1

## Exclusion Requests

	First Name 1	Middle Name 1	Last Name 1	First Name 2	Middle Name 2	Last Name 2
32	DEBRA	ANN	TAYLOR			
33	BARBARA	J	SEPANSKI	ALAN	F	SEPANSKI
34	BALJIT	KAUR	SRAN	AMARJIT	SINGH	SRAN
35	DAVID	L	GUNTER			
36	MICHAEL	M	RAMOS	RIZALINA	S	RAMOS
37	NAHYOH	F	BASHUI-GOFFE			
38	JEFFREY	A	BENNETT	MICHELLE	L	BENNETT
39	MYRNA	T	THOMAS	BERTRAM	J	THOMAS
40	PATRICIA	R	WILSON			
41	JOHNE		WARD	ROSEMARY		BAREFIELD
42	ETHAN	G	SIDES			
43	RAMON	A	SANCHEZ			
44	HARRIET	C	DANIELS			
45	JEREMY	J	NEITZEL	CATHRYN	L	NEITZEL
46	RICHARD	E	MAY			
47	ESTATE OF ELAINE	G	PARKINSON			
48	TRENT	C	HARGRAVE	CAROLYN	M	HARGRAVE
49	GLEN		BARNES	BARBARA		BARNES
50	RONALD	MARION	BALL			
51	MARK	R	MOTELL			
52	LIBIA		QUILES			
53	SHARON	M	HEATON			
54	BRENDAN		DONNELLY			
55	WILLIE	E	MCCAIN	VIRGIE		MCCAIN
56	PATRICK		DOHERTY	TIMOTHY		DOHERTY
57	LESLEY	C	EMERY-HALL			
58	MARCIA	KATHLEEN	HOLMAN			
59	GRACE	E	EBEYER			
60	JUAN	M	SANCHEZ	NORMA	F	SANCHEZ
61	WILLIAM	B	STOKES	ROSEMARY		STOKES
62	ANTHONY		GIRDANO	MARGARET	M	GIRDANO
63	STEPHEN	J	LECHNIR	ELISSA	S	LECHNIR
64	JANET	S	TILLEY	JOHN	D	TILLEY
65	MATHEW	C	RUBY	CAROLYN	I	RUBY

*Bias v. Wells Fargo Bank Settlement*

Case No.: 4:12-cv-00664-YGR

## Exhibit 1

## Exclusion Requests

	First Name 1	Middle Name 1	Last Name 1	First Name 2	Middle Name 2	Last Name 2
66	STEVEN	E	WILSON	LORA	A	WILSON
67	THERESA		MARSHALL			
68	STEFANIE	M	TAVERNA			
69	RICHARD	T	TUCCI			
70	VICTORIA	A	OWEN	JACQUELIN E	M	OWEN
71	LEROY	J	PIERCE	DIANNE		PIERCE
72	JIMMY	W	COX			
73	GLENN	R	MEE			
74	AURORA	B	JONES			
75	MARGARITO		CHAVERA			
76	JACOB	W	DOBBS			
77	MARIA		BARRAZA			
78	JAVIER		MILIAN			