

FELTON A. SPEARS, JR. and  
SIDNEY SCHOLL, on behalf of themselves  
and all others similarly situated,  
  
Plaintiffs,  
  
vs.  
  
FIRST AMERICAN EAPPRAISEIT  
(a/k/a eAppraiseIT, LLC),  
a Delaware limited liability company,  
  
Defendant.

Case No. 5-08-CV-00868 (RMW)  
  
**FINAL JUDGMENT AND ORDER OF  
DISMISSAL**  
  
**Honorable Ronald M. Whyte**

IT IS HEREBY ADJUDGED AND DECREED THAT:

1. This Judgment incorporates by reference the definitions in the Amended Stipulation of Settlement dated December 8, 2014 ("Stipulation"), attached as Exhibit A, and all terms used herein shall have the same meanings as set forth in the Stipulation unless set forth differently herein. The terms of the Stipulation are fully incorporated in this Judgment as if set forth fully here.

2. The Court has jurisdiction over the subject matter of this action and all Parties to the action, including all Settlement Class Members.

3. Pursuant to Federal Rule of Civil Procedure 23(b)(3), the Court hereby certifies the following Settlement Class:

All consumers throughout the United States who, on or after June 1, 2006, received home loans for personal, as opposed to business or commercial purposes, originated by Washington Mutual Bank, F.A., utilizing appraisals that they obtained from defendant First American eAppraiseIT (a/k/a eAppraiseIT. LLC) ("EA"). Excluded from the Class are: (a) employees, officers and directors of EA and its subsidiaries and affiliates; (b) persons who timely and properly exclude themselves from the Settlement Class; and (c) the Court, the Court's immediate family and Court staff.

4. Pursuant to Federal Rule of Civil Procedure 23(c)(3), all Settlement Class Members (defined as a member of the Settlement Class who has not been properly excluded from the Settlement Class) are bound by this Judgment.

5. The Court finds, consistent with its prior orders certifying the Class in this litigation, that the Settlement Class meets all requirements of Federal Rules of Civil Procedure 23(a) and 23(b)(3) for certification of the class claims alleged in the Second Amended Complaint, including (a) numerosity; (b) commonality; (c) typicality; (d) adequacy of the class representatives and Class Counsel; (e) predominance of common questions of fact and law among the Settlement Class; and (f) superiority.

6. Pursuant to Federal Rule of Civil Procedure 23(a), consistent with its prior orders certifying the Class in this litigation, the Court finds that Plaintiff Felton A. Spears, Jr. is a member of the Settlement Class, his claims are typical of those of the Settlement Class and he fairly and adequately protected the interests of the Settlement Class throughout the proceedings in the Litigation. Accordingly, the Court hereby appoints Felton A. Spears, Jr. as Settlement Class Representative.

1           7.     Having considered the factors set forth in Federal Rule of Civil Procedure 23(g)(1),  
2 the Court finds that Settlement Class Counsel have fairly and adequately represented the Settlement  
3 Class for purposes of entering into and implementing the settlement, and thus, hereby appoints  
4 Joseph N. Kravec, Jr., Feinstein Doyle Payne & Kravec, LLC; and Lynn Lincoln Sarko and  
5 Gretchen Freeman Cappio, Keller Rohrback, L.L.P as Settlement Class Counsel to represent the  
6 Settlement Class members. Plaintiff is also represented by Settlement Class Counsel and Janet  
7 Lindner Spielberg, Law Offices of Janet Lindner Spielberg; and Michael D. Braun, Braun Law  
8 Group, P.C.

9           8.     The list of Persons excluded from the Settlement Class because they filed valid  
10 requests for exclusion ("Exclusions") is attached hereto as Exhibit B. Persons who filed timely,  
11 completed Exclusions are not bound by this Judgment or the terms of this Stipulation. However,  
12 such persons are not entitled to any rights or benefits provided to Settlement Class Members by the  
13 terms of the Stipulation.

14           9.     The Court directed that Class Notice be given pursuant to the notice program  
15 proposed by the Parties and approved by the Court. In accordance with the Court's Preliminary  
16 Approval Order and the Court-appointed notice program, the Settlement Administrator posted to the  
17 Settlement Website and mailed the Notice of Class Action Settlement dated January 5, 2015, which  
18 is Exhibit C to this Judgment. The declaration of Tore Hodne, attesting to the dissemination of the  
19 Class Notice, demonstrates compliance with this Court's Preliminary Approval Order. Dkt. No. 597.  
20 The Class Notice advised of the terms of the Settlement; of the Final Fairness Hearing, and the right  
21 to appear at such Final Fairness Hearing; of the rights to remain in, or opt out of, the Settlement  
22 Class and to object to the Settlement; of the right to submit a Claim; procedures for exercising such  
23 rights; and the binding effect of this Judgment, whether favorable or unfavorable, to the Settlement  
24 Class, including the scope of the Released Claims described in Section XII of the Stipulation.

25           10.    The forms and methods of notice described above meet all applicable requirements of  
26 the Federal Rules of Civil Procedure, the United States Code, the United States Constitution, 28  
27 U.S.C. § 1715, and any other applicable law. The Court further finds that Notice in the form  
28 approved by the Court was provided and that it constituted the best practicable notice under the  
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1 circumstances. The Court further finds that the form of notice was concise, clear, and in plain, easily  
2 understood language, and was reasonably calculated under the circumstances to apprise of the  
3 pendency of the Litigation, the claims, issues and defenses of the Settlement Class, the definition of  
4 the Settlement Class certified, the right to be excluded from the Settlement Class, the right to object  
5 to the proposed Settlement, the right to appear at the Final Fairness Hearing, through counsel if  
6 desired, the right to submit a Claim, and the binding effect of a judgment on Settlement Class  
7 Members, including the scope of the Released Claims described in Section XII of the Stipulation.

8       11. Pursuant to Federal Rule of Civil Procedure 23(e)(2), the Court finds after a hearing  
9 and based upon all submissions of the Parties and interested persons that the Parties' proposed  
10 Settlement is fair, reasonable, and adequate. The Court also finds that the proposed Settlement is  
11 consistent with and in compliance with all applicable requirements of the Federal Rules of Civil  
12 Procedure, the United States Code, and the United States Constitution, and other applicable law.

13       12. The terms and provisions of the Stipulation were entered into by experienced counsel  
14 and only after extensive, arms-length negotiations conducted in good faith and with the assistance of  
15 an experienced mediator, the Honorable John Leo Wagner (Ret.). The Stipulation of Settlement is  
16 not the result of collusion.

17       13. Those negotiations followed over six years of robust motion practice and discovery,  
18 and they coincided with extensive pretrial preparations by counsel for both Parties. When the Parties  
19 advised the Court that they had reached a settlement on October 16, 2014, they collectively had over  
20 30 motions pending before the Court.

21       14. Those proceedings gave counsel opportunity to adequately assess this case's strengths  
22 and weaknesses – and thus to structure the Settlement in a way that adequately accounts for those  
23 strengths and weaknesses.

24       15. Approval of the Stipulation will result in substantial savings of time, money and  
25 effort to the Court and the Parties, and will further the interests of justice.

26       16. EA has denied and continues to deny Plaintiff's claims and allegations against it, and  
27 has raised various factual and legal arguments in support of its vigorous defense in this Litigation.  
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1 Further, evidence of the Class's prospects for recovery in light of EA's financial status, in addition to  
2 the litigation risks, weigh heavily in favor of the fairness and adequacy of this Settlement.

3 17. All Settlement Class Members, which excludes those persons who have timely and  
4 validly filed exclusions, are bound by this Judgment and by the terms of the Stipulation, including  
5 the scope of the Released Claims described in Section XII of the Stipulation.

6 18. None of the Settlement, this Judgment, nor the fact of the Settlement constitutes any  
7 admission by any of the Parties of any liability, wrongdoing or violating of law, damages or lack  
8 thereof, or of the validity or invalidity of any claim or defense asserted in the Litigation. If the  
9 Settlement and Stipulation are not upheld on appeal, or are otherwise terminated for any reason, the  
10 Stipulation and all negotiations, proceedings, and documents prepared, and statements made in  
11 connection therewith, shall be without prejudice to any Party and shall not be deemed or construed  
12 to be an admission by an party of any fact, matter, or position of law; all parties shall stand in the  
13 same procedural position as if the Settlement and Stipulation had not been negotiated, made, or filed  
14 with the Court.

15 19. The Court hereby dismisses with prejudice the action and all Released Claims  
16 identified in Section XII of the Stipulation against each and all Released Persons and without costs  
17 to any of the Parties as against the others. The Court hereby orders that effective on the Effective  
18 Date the Plaintiff, Felton A. Spears, Jr., as well as the Settlement Class Members who have not  
19 requested a timely Exclusion from the Settlement, whether or not such Settlement Class Members  
20 share in the Settlement Fund, release all claims and causes of action asserted against EA in the  
21 complaints filed by Plaintiff in this Litigation, and any claims, causes of action damages, demands,  
22 rights, and liabilities of any kind or nature whatsoever, asserted or not, threatened or not, alleged or  
23 not, known or unknown, suspected or unsuspected, disclosed or undisclosed, contingent or fixed, at  
24 law or in equity that arise out of or relate in any way to the facts alleged in the Litigation, and which  
25 have been or could have been asserted in the Litigation or another forum by Plaintiff or Settlement  
26 Class Members against EA, any other Released Persons, and/or any or all of their respective past and  
27 present, direct and indirect divisions, subsidiaries, parent companies, successors, predecessors, joint-  
28 ventures, and affiliated companies (which shall include any person or entity which controls, is  
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1 controlled by, or is under common control with any such party), including but not limited to any past  
2 or present, direct or indirect subsidiary of any of them, and all of the officers, directors, employees,  
3 shareholders, agents, servants, brokers, distributors, representatives, partners, members,  
4 administrators, insurers, attorneys, and assigns of all such persons or entities.

5 It is further ordered that effective as of the Effective Date: (1) all Settlement Class Members  
6 who have not requested a timely Exclusion are permanently barred and enjoined from filing,  
7 commencing, prosecuting, intervening in or participating in (as parties and/or class members) any  
8 lawsuit in any jurisdiction to the extent such lawsuit asserts a Released Claim; and (2) all Settlement  
9 Class Members who have not requested a timely Exclusion are barred and precluded from  
10 organizing Settlement Class Members or soliciting the participation of Settlement Class Members in  
11 a separate class for purposes of pursuing as a purported class action any lawsuit (including by  
12 seeking to amend a pending complaint to include class allegations, or seeking class certification in a  
13 pending action in any jurisdiction) to the extent such a lawsuit asserts a Released Claim. In  
14 connection with the Released Claim(s), as of the Effective Date, each Settlement Class Member is  
15 deemed to have waived any and all provisions, rights, and benefits conferred by § 1542 of the  
16 California Civil Code and any statute, rule, and legal doctrine similar, comparable, or equivalent to  
17 California Civil Code § 1542, which reads as follows:

18 A general release does not extend to claims which the creditor does not know or suspect to exist  
19 in his or her favor at the time of executing the release, which if known by him or her must have  
20 materially affected his or her settlement with the debtor.

21 20. The Court reserves jurisdiction over the implementation, administration and  
22 enforcement of this Judgment and the Stipulation, and all matters ancillary thereto.

23 21. The Court finds that no reason exists for delay in ordering final judgment pursuant to  
24 Federal Rule of Civil Procedure 54(b), and the Clerk is hereby directed to enter this Judgment  
25 forthwith.

26 22. The Parties are hereby authorized, without needing further approval from the Court,  
27 to agree to and adopt such modifications and expansions of the Stipulation which are consistent with  
28 this Judgment and do not limit the rights of Settlement Class Members under the Stipulation.

1 IT IS SO ORDERED.

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3 Dated: April 27, 2015

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5 THE HONORABLE RONALD M. WHYTE  
6 UNITED STATES DISTRICT COURT JUDGE  
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