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ORIGINAL FILED

DEC 23 2009

LOS ANGELES
SUPERIOR COURT

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES**

11 JASON ROUNSAVALL, an individual, on)
12 his own behalf and on behalf of all others)
13 similarly situated,)

14 Plaintiff,

15 v.

16 COUNTRYWIDE HOME LOANS, INC.,)
17 COUNTRYWIDE FINANCIAL)
18 CORPORATION, and DOES 1-100,)
19 inclusive,)

20 Defendants,

LEAD CASE NO. BC362453
Related Case No. BC386387
(Assigned to the Hon. Emilie H. Elias,
Dept. CCW 324)

~~**PROPOSED**~~

ORDER:

- 21 (1) **CONDITIONALLY**
- 22 **CERTIFYING SETTLEMENT**
- 23 **CLASS;**
- 24 (2) **PRELIMINARILY APPROVING**
- 25 **PROPOSED SETTLEMENT;**
- 26 (3) **APPROVING NOTICE TO**
- 27 **CLASS AND FORMS OF CLASS**
- 28 **MEMBER SETTLEMENT**
- INFORMATION SHEET AND**
- ELECTION NOT TO**
- PARTICIPATE IN**
- SETTLEMENT; AND**
- (4) **SETTING HEARING FOR**
- FINAL APPROVAL OF**
- SETTLEMENT**

DATE: December 18, 1009
DEPT: CCW 324

Complaint Filed: November 27, 2006

1 On December 18, 2009, the Court reviewed an Application by Plaintiff Jason Rounsavall
2 ("Plaintiff"), individually and on behalf of the class, for preliminary approval of a proposed class
3 action settlement with Defendants, Countrywide Home Loans, Inc., and Countrywide Financial
4 Corporation (collectively "Countrywide"). The Court has considered the Class Action
5 Settlement Agreement ("Settlement Agreement"), the proposed Notice of Pendency of Class
6 Action ("Notice of Settlement"), the Class Member Settlement Information Sheet, and the
7 Election Not to Participate in Settlement Form as well as the papers submitted in connection with
8 the Application, and good cause appearing therefore, the Court now FINDS and ORDERS as
9 follows:

10 1. The proposed class satisfies the requirements of a settlement class because the
11 class members are readily ascertainable and a well-defined community of interest exists in the
12 questions of law and fact affecting the parties.

13 2. Pursuant to the Settlement Agreement, the certified class is defined as follows,
14 and the Court approves said class definition:

15 All current and former employees of Countrywide who were employed in the
16 positions variously titled "Underwriter I," "Underwriter II" and/or "Underwriter
17 III," and including those employed in positions which were subsequently re-titled
18 as "Underwriter I," "Underwriter II" and/or "Underwriter III," (the "included
19 underwriter" positions) in the State of California, during any portion of the period
20 of November 27, 2002 through January 15, 2008. (the "Settlement Period"). The
21 Class does not include the underwriting quality control and/or underwriting
22 support positions, but the Class does include any period of time such persons were
23 employed in covered Class positions during the Class period.

24 3 The Court finds on a preliminary basis that the proposed Settlement described in
25 the Settlement Agreement (including the proposed award of attorneys' fees, litigation costs, and
26 Class Representative and Key Class Member Enhancement Awards) falls within the "range of
27 reasonableness" and therefore grants preliminary approval of the Settlement. Based on a review
28 of the papers submitted by the Parties, the Court finds that the Settlement is the result of arms-
length negotiations conducted after Class Counsel had thoroughly and adequately investigated
the claims and became familiar with the strengths and weaknesses of those claims. The
assistance of an experienced negotiator in the settlement process supports the Court's conclusion

1 that the Settlement is non-collusive.

2 4 The Court finds and concludes that the Notice of Settlement and Class Member
3 Settlement Information Sheet and the procedure set forth in the Settlement Agreement for
4 providing notice to the Class will provide the best notice practicable, satisfies all notice
5 requirements, adequately advises Class Members of their rights under this Settlement, and
6 therefore meets the requirements of due process.

7 a. Notice of Settlement: The Notice of Settlement fairly, plainly, accurately,
8 and reasonably informs Class Members of: (1) appropriate information about the nature of this
9 Action, the definition of the Class, the identity of Class Counsel, and the essential terms of the
10 Settlement, including the plan of allocation; (2) appropriate information about Plaintiff's and
11 Class Counsel's forthcoming applications for the Class Representative and Key Class Member
12 Enhancement Awards and the Class Counsel attorneys' fees and litigation costs award;
13 (3) appropriate information about how the proceeds of the Settlement will be distributed, and
14 about Class Members' rights to appear through counsel if they desire; (4) appropriate information
15 about how to object to the Settlement or submit an Election Not to Participate Form, if a Class
16 Member wishes to do so; and (5) appropriate instructions as to how to obtain additional
17 information regarding this Action and the Settlement. The proposed plan for mailing the Notice,
18 Class Member Settlement Information Sheet, and the Election Not To Participate In Settlement
19 by first class mail to the most current mailing address information available for Class Members
20 from Defendants' records or from a National Change of Address Search (NCOA) is an
21 appropriate method, reasonably designed to reach all individuals who would be bound by the
22 Settlement. If Notice forms are returned because of incorrect addresses, the Claim
23 Administrator shall conduct a Social Security number search for more current addresses for Class
24 Members and re-mail the Notice forms to any new address obtained. If new address information
25 is obtained by return mail, Claim Administrator shall promptly forward the Notice to the
26 addressee via first-class regular U.S. Mail indicating on the Notice the date it was re-mailed, and
27 notify counsel for Countrywide and Plaintiff's Attorneys of the date of each re-mailing.

1 5. The Notice of Settlement, the Class Member Settlement Information Sheet, and
2 the Election Not to Participate in Settlement Form (collectively, "Notice Packet") and the manner
3 of distributing the Notice Packet are approved.

4 6. The Parties are ordered to carry out the Settlement according to the terms of the
5 Settlement Agreement.

6 7. Plaintiff Jason Rounsavall is appointed the Class Representative. Stanley D.
7 Saltzman and Marcus J. Bradley of Marlin & Saltzman are appointed Class Counsel.

8 8. The Court appoints Epiq Systems Class Action & Claims Solutions, Inc., as the
9 Claims Administrator. Promptly following the entry of this Order, the Claims Administrator will
10 prepare final versions of the Notice Packets, incorporating into them the relevant dates and
11 deadlines set forth in this order.

12 9. Within 10 calendar days of preliminary approval, Countrywide shall provide
13 Claim Administrator with the names, most current mailing addresses and Social Security
14 numbers for the Class Members from Countrywide's records in electronic form, a spreadsheet or
15 database. ("Database"). This Database shall be based on Countrywide's payroll and personnel
16 records and in a format acceptable to the Claims Administrator. The data contained in the
17 Database shall remain confidential and shall not be disclosed to anyone, except to applicable
18 taxing authorities and as needed by Claim Administrator to carry out the reasonable efforts
19 required by this Agreement, or pursuant to express written authorization by Countrywide or by
20 order of the court. The Claim Administrator shall be authorized to use any reasonable practices
21 to locate Class Members in order to provide them with Settlement Payments. Neither Class
22 Counsel nor the Claims Administrator may use the Database for any purpose other than to
23 administer the Settlement as provided in the Settlement Agreement.

24 10. Within 20 calendar days of preliminary approval, or as soon thereafter as
25 practicable, the Claim Administrator shall mail the Notice, Class Member Settlement
26 Information Sheet, and the Election Not To Participate In Settlement to all identified Class
27 Members via U.S. Mail using the most current mailing address information available for Class
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1 Members from Defendants' records or from a National Change of Address Search (NCOA).
2 Thereafter, the Claim Administrator shall be authorized to use any reasonable practices to locate
3 Class Members in order to provide them with Settlement Payments.

4 11. Class Members will receive a Settlement Award unless they submit a valid and
5 timely Election Not to Participate form.

6 12. A Class Member may challenge the number of weeks of service he or she
7 provided to Countrywide during the Class Period and/or the average weekly earnings by writing
8 on the Class Member Settlement Information Sheet the number of weeks he or she contends is
9 correct and/or the average weekly earnings he or she contends is correct along with copies of any
10 supporting documentation that a Class Member wishes the Claims Administrator to consider.
11 All disputes will be resolved by the Claims Administrator after seeking input from counsel for
12 the Parties. The Claims Administrator's decision shall be binding and non-appealable by the
13 Plaintiff, Defendants, or the Class Members. Countrywide will promptly provide any
14 information or documents reasonably requested by the Claims Administrator to make its
15 determination.

16 13. All objections to the Settlement must be in writing and be served and filed with
17 the Court within 30 days after the initial mailing of the Notice Packets by the Claims
18 Administrator. All objections must be served on the Claims Administrator, Class Counsel and
19 Defendants' Counsel, and filed with the Court. Only Class Members who do not submit an
20 Election Not to Participate Form may file objections. The date of filing shall be the exclusive
21 means for determining whether an objection has been timely filed. An objection must include
22 the name and number of the case, the identity of the objector, and the basis for the objection
23 along with any and all documentation in support of such objection which the objector wishes the
24 Court to consider.

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1 14. The Court will conduct a Final Approval hearing on 5/7/ 2010,
2 at 9:00 AM to determine: (1) whether the proposed Settlement is fair, reasonable, and
3 adequate and should be finally approved by the Court; (2) the amount of attorneys' fees and costs
4 to award to Class Counsel; and (3) the amount of Enhancement Awards to the Class
5 Representative and Key Class Members.


6 15. Plaintiff's Motion for Final Approval of the settlement shall be filed on or before
7 4/15/ 2010, no later than sixteen (16) court days before the Final Approval
8 Hearing. Any opposition to such motions shall be due on or before 4/28 2010.
9 Any reply briefs in support of such motions shall be due on or before 5/3/ 2010.

10 16. The Court reserves the right to continue the date of the final approval hearing
11 without further notice to Class Members. The Court retains jurisdiction to consider all further
12 applications arising out of or in connection with the Settlement.

13 17. In the event the Settlement is not finally approved, or otherwise does not become
14 effective in accordance within the terms of the Settlement Agreement, this Order shall be
15 rendered null and void and shall be vacated, and the Parties shall revert to their respective
16 positions as of before entering into the Stipulation.

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18 **IT IS SO ORDERED.**

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21 DATED: 12-23-2009



Hon. Emilie H. Elias
Judge of the Superior Court