

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (hereinafter the “Agreement”) is made by Plaintiff Jason Rounsavall (“Rounsavall” or “Plaintiff”) and Defendants Countrywide Home Loans, Inc. and Countrywide Financial Corporation (collectively, “Countrywide” or “Defendants”) (Rounsavall and Countrywide are collectively referred to herein as the “Parties”).

I. THE LITIGATION

1. On November 27, 2006, Plaintiff Jason Rounsavall filed a Complaint against Countrywide in the Superior Court of California for the County of Los Angeles, case number BC 362453, seeking to represent a class of all persons who work or worked during the period beginning four years preceding the filing of this Complaint for Countrywide in California, in the positions variously titled “Underwriter I,” “Underwriter II” and/or “Underwriter III,” and including those employed in equivalent positions who were subsequently re-titled as “Underwriter I,” “Underwriter II” and/or “Underwriter III.”

The Complaint alleged that Countrywide failed to pay all overtime wages, failed to pay all wages upon termination, failed to maintain accurate employment records, failed to allow meal and rest breaks, failed to indemnify illegal wage deductions, converted employee wages, and engaged in unfair business practice. The Complaint also requested an accounting and declaratory and injunctive relief.

On or about June 18, 2007, the Superior Court granted Countrywide’s demurrer as to the claims for conversion and for failure to indemnify illegal wage deductions. On or about April 8, 2009, Rounsavall filed his First Amended Complaint, which eliminated the claims for conversion and for failure to indemnify illegal wage deductions, and which added a claim for additional

remedies flowing from the previously alleged conduct, under the Private Attorney General Act, Labor Code section 2698 *et seq.*

2. Countrywide contends it has complied with California and Federal law, and disputes all claims for damages and other relief made by Rounsavall.

3. The Parties engaged in substantial investigation and discovery in connection with the Litigation. Countrywide provided over 100,000 pages of documents and other detailed information to Rounsavall to review and analyze. The parties collectively took more than 40 depositions, including more than 30 depositions of putative class members.

4. The Parties mediated the case before Hunter Hughes, Esq., a class action employment mediation specialist from the firm of Rogers & Hardin of Atlanta, Georgia, on August 13, 2009. At the August 13, 2009 mediation, the Parties reached a settlement of the Litigation.

5. This Agreement, and the settlement it evidences, is made in compromise of disputed claims. Because this is a class action, this Agreement must receive preliminary and final approval by the court. Accordingly, Rounsavall and Countrywide enter into this Agreement on a conditional basis. In the event that the court does not execute and file the Judgment, or in the event that such Judgment does not become Final for any reason, or is modified in any material respect, or in the event that the Effective Date, as defined herein, does not occur, this Agreement shall be deemed null and void ab initio and shall be of no force or effect whatsoever, and shall not be referred to or utilized for any purpose whatsoever. Countrywide denies all of Rounsavall's claims as to liability and damages as well as Rounsavall's class allegations, and does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations upon all procedural and factual grounds including the assertion of any and all

defenses, if the Judgment does not become Final for any reason, or in the event that the Effective Date does not occur.

6. The parties recognize that many of the claims pleaded in this Litigation were later also asserted in the matter of *Mary Gan et al. v. Countrywide Financial Corporation*, Los Angeles Superior Court case number BC 386387 (the “Gan Litigation”). The Gan Litigation was filed on February 28, 2008, one year and three months following the filing of this Litigation. To the extent that the claims asserted in the later filed Gan Litigation overlap with the claims asserted in this Litigation, such claims are hereby settled. To the extent that the claims in the Gan Litigation do not overlap with the claims asserted in this Litigation, such claims are not settled by means of this Agreement.

II. DEFINITIONS

The following are certain definitions applicable to this Agreement. Definitions contained elsewhere in the body of this Agreement shall also be effective.

1. “Civil Penalty Fund” - means a portion of the Settlement Amount in the amount of Fifty Thousand Dollars (\$50,000), which is the maximum amount Countrywide shall be required to pay for all Labor Code section 2699 civil penalties under this Agreement. 75% of the Civil Penalty Fund shall be paid to the State of California, and 25% shall be allocated to the Settlement Proceeds.

2. “Claim Administrator” – means or refers to Epiq Systems, Inc., and any successors designated by Rounsavall and Countrywide to effectuate the Settlement.

3. “Class” – means all current and former employees of Countrywide who were employed in the positions variously titled “Underwriter I,” “Underwriter II” and/or “Underwriter III,” and including those employed in positions which were subsequently re-titled

as “Underwriter I,” “Underwriter II” and/or “Underwriter III,” (the “included underwriter” positions) in the State of California, during any portion of the period of November 27, 2002 through January 15, 2008. (the “Settlement Period”). The Class does not include the underwriting quality control and/or underwriting support positions, but the Class does include any period of time such persons were employed in covered Class positions during the Class period.

4. “Class Representative Enhancement” – means the sum to be paid to the Plaintiff Jason Rounsavall as enhancement for his role as Settlement Class Representative, and for the risks and work attendant to those roles, which shall be paid from the Settlement Amount.

5. “Countrywide” – means, collectively, Defendants Countrywide Home Loans, Inc. and Countrywide Financial Corporation.

6. “Effective Date” – means the date by which both of the following have occurred: (i) this Settlement is finally approved by the Los Angeles Superior Court or other court taking jurisdiction of this matter, and (ii) the Court’s Judgment and Order Approving Class Settlement and Dismissing the Class action with Prejudice becomes Final, including that the time for filing of any appeal has expired.

7. “Election Not To Participate In Settlement”—refers to the Election Not To Participate In Settlement substantially in the form attached as Exhibit C.

8. “Final” – means the latest of: (i) if there is an appeal of the trial court’s Judgment in the Litigation, the date of final affirmance on an appeal, the date of dismissal of such appeal, the expiration of the time for a petition for review of such appeal by the California Supreme Court, and, if review is granted, the date of final affirmance of the Judgment following review pursuant to that grant; or (ii) if there is a petition for writ of certiorari to the U.S. Supreme Court,

the date of denial of such petition or the date of affirmance of the Judgment pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.

9. “Final Settlement Hearing” – means the hearing to be conducted by the Los Angeles County Superior Court or other court taking jurisdiction of this matter, to determine whether to enter the Judgment finally approving and implementing the terms of this Agreement.

10. “Individual Settlement Award” – means the Settlement Payment due to a Settlement Class Member.

11. “Class Member Settlement Information Sheet” – refers to the Class Member Settlement Information Sheet, substantially in the form attached hereto as Exhibit B.

12. “Judgment” – refers to the Judgment and Order Approving Class Settlement and Dismissing the Class Action With Prejudice, in a form to be subsequently agreed upon by the Parties, or absent agreement, to be determined by the Court.

13. “Key Class Members” – means putative class members Carly Nicole Smith, Margaret Voskanian, Patricia Phillips and Cecilia Cavallo, who assisted Plaintiff and Plaintiff’s Attorneys in connection with the prosecution of the Litigation by providing information and declarations and submitting to depositions.

14. “Key Class Member Enhancement” – means the sums to be requested by Plaintiff’s Attorneys as enhancement for Key Class Members for their roles in assisting Plaintiff in connection with this Litigation, and for the risks and work attendant to those roles, which shall be paid from the Settlement Amount.

15. “Litigation” – means the action herein, Los Angeles County Superior Court case number BC 362453.

16. “Motion for Preliminary Approval” – refers to the motion or application for preliminary approval of the Settlement and its supporting papers.
17. “Order Granting Preliminary Approval” – refers to the order or statement of decision granting preliminary approval of the Settlement, in a form to be subsequently agreed upon by the Parties, or absent agreement, to be determined by the Court.
18. “Notice” – refers to the Notice of Pendency of Class Action, Proposed Settlement and Hearing Date for Court Approval, substantially in the form attached hereto as Exhibit A.
19. “Parties” – means Plaintiff and Defendants, collectively.
20. “Plaintiff” – means Jason Rounsavall, individually and in his capacity as party seeking to act as class representatives.
21. “Plaintiff’s Attorneys” – means Marlin & Saltzman, and attorneys duly substituted for them.
22. “Plaintiff’s Attorney Fees” – refers to the amount awarded to the Plaintiff’s Attorneys by the Los Angeles County Superior Court or other court taking jurisdiction of this matter, for prosecuting the Litigation.
23. “Plaintiff’s Expenses” – means the sum of Plaintiff’s expenses of litigation defined below, incurred by Plaintiff and Plaintiff’s Attorneys and approved for reimbursement by the Los Angeles County Superior Court or other court taking jurisdiction of this matter.
24. “Preliminary Approval Hearing” – means the hearing to be conducted by the Los Angeles County Superior Court or other court taking jurisdiction of this matter, to determine whether to grant the Motion or Application for Preliminary Approval.
25. “Settlement” – means the settlement of this Litigation and related claims effectuated by this Agreement.

26. “Settlement Amount” – refers to Fifteen Million Dollars (\$15,000,000), which is the total amount Defendants shall be required to pay under this Agreement. The \$15,000,000 Settlement Amount shall consist of the following elements: (i) cash payments to Settlement Class Members as described in this Agreement; (ii) Class Representative Enhancements and Key Class Member Enhancements as ordered by the court and as described in this Agreement; (iii) Plaintiff’s Expenses as ordered by the court and as described in this Agreement; (iv) Plaintiff’s Attorney Fees payable upon order of the court and as described in this Agreement; (v) Settlement Expenses; and (vi) Labor Code section 2699 civil penalties payable to the State of California.

27. “Settlement Class” – means those persons who are members of the Class who have not properly and timely opted out of the Litigation.

28. “Settlement Class Member” – means any Settlement Class Member who is entitled to a Settlement Payment from the Settlement Proceeds.

29. “Settlement Expenses” – means those expenses of effectuating and administering the Settlement, i.e., the costs incurred to the Claim Administrator, the costs of giving notice to the Class, the costs of administering and disbursing the Settlement Proceeds, and the fees of the Claim Administrator approved for reimbursement by the court.

30. “Settlement Payments” – means the amounts to be paid to individual Settlement Class Members.

31. “Settlement Period” – means November 27, 2002 to and including January 15, 2008.

32. “Settlement Proceeds” – means the Settlement Amount, less all of the following: the Class Representative Enhancement, Key Class Member Enhancements, Plaintiff’s Attorney Fees, Plaintiff’s Expenses, Settlement Expenses and Civil Penalty Fund. The Settlement

Proceeds, when added to the Class Representative Enhancement, Key Class Member Enhancements, Plaintiff's Attorneys Fees, Plaintiff's Expenses, Settlement Expenses and 75% of the Civil Penalty Fund shall not exceed Fifteen Million Dollars (\$15,000,000).

III. SETTLEMENT TERMS

Rounsavall and Countrywide enter into this Agreement and agree as follows:

1. Scope of Settlement:

The Settlement described herein will resolve fully and finally all Settlement Class Members' Released Claims as described in Section III, Paragraph 3.

2. Consideration:

Subject to Court approval, and in consideration for the release and settlement described in this Agreement, Defendants shall pay the Settlement Amount to the Settlement Class Members, Plaintiff, Key Class Members, Plaintiff's Attorneys and the State of California in the manner specified in this Agreement. Payment of the Settlement Amount under the terms described in this Agreement shall be the sole financial obligation of Countrywide under this Agreement, except as expressly stated in this Agreement. There shall be no reversion of funds from the Settlement Amount to Countrywide. The Settlement Amount shall be used to satisfy: (1) the claims of all Settlement Class Members, as specified herein; (2) all Plaintiff's Expenses; (3) all claims for an award of Plaintiff's Attorney Fees; (4) the Class Representative Enhancement; (5) any Key Class Member Enhancements; (6) Settlement Expenses, and (7) to satisfy civil penalties under the Private Attorney General Act ("Civil Penalty Fund"). The Settlement Amount shall be paid in accordance with the terms of this Agreement.

3. **Release of Claims by Class Members:**

(a) For and in consideration of the mutual promises contained herein, Plaintiff and the Settlement Class Members fully and finally release, as of the date of the Court's preliminary approval of this settlement, Defendants, their parents, subsidiaries, affiliates, and all of their employees, officers, directors, agents, attorneys, auditors, accountants, insurers, stockholders, representatives, predecessors, successors, assigns, company sponsored employee benefit plans and all of their respective officers, directors, employees, administrators, fiduciaries, trustees, and agents (the "Released Parties"), from any and all "Settlement Class Members' Released Claims." For the purposes of this Agreement, the Settlement Class Members' Released Claims are defined as: All claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever, known or unknown, asserted or that could have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation, including state or federal wage and hour laws, whether for economic damages, non-economic damages, restitution, penalties or liquidated damages, arising out of or related to any and all facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions or failures to act, or Causes of Action, alleged in the Litigation, including but not limited to claims: (i) that Countrywide violated the California Labor Code as alleged in the operative Complaint; the applicable wage orders of the California Industrial Welfare Commission; or the federal Fair Labor Standards Act; (ii) that Countrywide did not pay the Class Members all overtime that they were owed for work performed as Class Members in California; (iii) that Countrywide failed to provide meal and/or rest breaks to the Class Members; (iv) that Countrywide failed to maintain accurate employment records; (v) that Countrywide converted employee wages; (vi) that Countrywide failed to indemnify employees for illegal wage deductions; (vii) that Countrywide engaged in unfair

competition; and/or (viii) that Countrywide owes wages, waiting-time penalties, other penalties, including any penalties which may be available pursuant to the Private Attorneys General Act of 2004 (“PAGA”), interest, attorneys’ fees, or other damages of any kind related to the claims alleged in the Litigation.

(b) Plaintiff agrees to amend his complaint in this Litigation as necessary in order to effectuate this release of claims, including specifically to amend his complaint to allege collective action claims for violations of the Fair Labor Standards Act, and derivative claims under ERISA.

(c) Plaintiff and the Settlement Class Members also acknowledge that none of the amounts paid under this Agreement constitute compensation under any “Employee Benefit Plan” as defined by section 3(3) of ERISA; and waive any and all claims for additional contributions to and/or benefits under any Employee Benefit Plan maintained or sponsored by Countrywide based on any amount paid under this Agreement; and release any claim for employee benefits, including any claim arising under ERISA arising out of, or related to, the amounts paid under this Agreement. Countrywide will not use the Settlement Payments to Settlement Class Members to calculate eligibility for, or calculation of, any employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the Plaintiff or Settlement Class Members, and Countrywide will not modify the Settlement Class Members’ or Plaintiff’s previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by Countrywide.

(d) With respect to Settlement Class Members’ Released Claims, Plaintiff and the Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions,

rights and benefits of Section 1542 of the California Civil Code to the extent it is applicable (or any other similar provision under federal, state or local law to the extent any such provision is applicable), which is quoted below. Section 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Thus, subject to and in accordance with the provisions of this Agreement, even if Plaintiff and/or the Settlement Class Members may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of Settlement Class Members' Released Claims, each Plaintiff and Settlement Class Member, upon the Effective Date, shall be deemed to have and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all of Settlement Class Members' Released Claims. This is true whether Settlement Class Members' Released Claims are known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

4. Release of Claims by Rounsavall and Key Class Members:

(a) In addition to the Settlement Class Members' Released Claims described above, in exchange for the consideration recited in this Agreement, including but not limited to the Class Representative Enhancement and Key Class Member Enhancements, Plaintiff Jason Rounsavall and Key Class Members Carly Nicole Smith, Margaret Voskanian, Patricia Phillips and Cecilia Cavallo release, acquit, and discharge and covenant not to sue any of the Released

Parties for any claim, whether known or unknown, which they have ever had, or hereafter may claim to have, arising on or before the date that they sign this Agreement, including without limitation, any claims relating to or arising out of any aspect of their employment with Countrywide, or the termination of their employment with Countrywide, any claims for unpaid compensation, wages, bonuses, penalties, or waiting time penalties under the California Labor Code, the California Business and Professions Code, the federal Fair Labor Standards Act, 29 U.S.C. section 201, et seq., or any state, county or city law or ordinance regarding wages or compensation; any claims for employee benefits, including without limitation, any claims under the Employee Retirement Income Security Act of 1974, any claims of employment discrimination on any basis, including without limitation, any claims under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, 42 U.S.C. section 1981, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1991, the Family and Medical Leave Act of 1993, the California Government Code, the Age Discrimination in Employment Act, or any other state, county or city law or ordinance regarding employment discrimination. Plaintiff Jason Rounsavall and the Key Class Members acknowledge and agree that the foregoing general release is given in exchange for the consideration provided to them by Countrywide.

In accordance with the Older Workers Benefit Protection Act of 1990, Plaintiff Jason Rounsavall and the Key Class Members who qualify for OWBPA protection are aware of the following with respect to their release of any claim under the Age Discrimination in Employment Act (“ADEA”):

Rounsavall and the Key Class Members have the right to consult with an attorney before signing this Agreement;

This Agreement does not waive rights or claims that may arise under the ADEA

after Rounsavall and the Key Class Members sign this Agreement;

Rounsavall and the Key Class Members have twenty-one (21) calendar days to consider this Agreement; and

Rounsavall and the Key Class Members have seven (7) calendar days after signing this Agreement to revoke this Agreement, and this Agreement will become effective upon the expiration of that revocation period. Revocation shall be made by delivering a written notice to Defendants' counsel. For such revocation to be effective, written notice must be received by Defendants' counsel no later than the close of business on the seventh day after the Agreement is signed by the individual who wishes a revocation.

This Agreement shall not be effective if Rounsavall revokes his release of any claim under ADEA within seven days after signing this Agreement.

Rounsavall and the Key Class Members desire to expeditiously resolve any and all disputes with Defendants, and therefore Rounsavall and the Key Class Members voluntarily agree to sign this Agreement in less than the twenty-one day period described above.

(b) Plaintiff Jason Rounsavall and Key Class Members Carly Nicole Smith, Margaret Voskanian, Patricia Phillips and Cecilia Cavallo expressly waive any rights or benefits available to them under the provisions of section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Plaintiff Jason Rounsavall and Key Class Members Carly Nicole Smith, Margaret Voskanian, Patricia Phillips and Cecilia Cavallo understand fully the statutory language of Civil Code section 1542, and, with this understanding, nevertheless elect to, and do, assume all risks

for claims that have arisen, whether known or unknown, which each ever had, or hereafter may claim to have, arising on or before the date of their signature to this settlement agreement, and specifically waive all rights each may have under California Civil Code section 1542.

5. Denial of Liability:

DEFENDANTS DENY THAT THEY HAVE ENGAGED IN ANY UNLAWFUL ACTIVITY, HAVE FAILED TO COMPLY WITH THE LAW IN ANY RESPECT, OR HAVE ANY LIABILITY TO ANYONE UNDER THE CLAIMS ASSERTED IN THE LITIGATION. The Parties expressly acknowledge that this Agreement is entered into for the purpose of compromise of highly disputed claims and that nothing herein is an admission of liability or wrongdoing by Countrywide. Neither the Agreement nor any document prepared in connection with the Settlement may be admitted in any proceeding as an admission by Countrywide, Plaintiff, or any person within the definition of the Class. However, this paragraph and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.

6. Approval of Settlement:

The Parties agree to the following procedures for obtaining preliminary approval of the Settlement, certifying a conditional Settlement Class, notifying Class Members, and obtaining final court approval of the Settlement:

(a) **Class Certification for Settlement Purposes Only:** The Parties stipulate to certification of the Class for purposes of settlement only. If the court does not grant either preliminary approval or final approval of this settlement, or if Countrywide elects to exercise its

option to declare the Agreement void as set forth in Section III, Paragraph 15, the Parties' stipulation on class certification will be void and of no further force or effect.

(b) **Motion for Preliminary Approval:** As soon as practicable, Plaintiff shall file the Motion for Preliminary Approval of the Settlement and Proposed Order Granting Preliminary Approval of the Settlement with the supporting papers. Defendants shall not oppose this Motion for Preliminary Approval, other than to the extent that Plaintiff requests a Class Representative Enhancement in excess of Fifty Thousand Dollars (\$50,000), Plaintiff's Attorney Fees in excess of Five Million Dollars (\$5,000,000), or Key Class Member Enhancements in excess of Three Thousand Dollars (\$3,000) each.

(c) Defendants shall not oppose any application by Plaintiff or Plaintiff's Attorneys for Plaintiff's Attorney Fees up to Five Million Dollars (\$5,000,000). Defendants also shall not oppose an application by Plaintiff and/or Plaintiff's Attorneys for reasonable Plaintiff's Expenses, to be paid from the Settlement Amount in connection with the Settlement as described in this Agreement.

(d) Plaintiff Jason Rounsavall intends to ask for a Class Representative Enhancement of \$50,000, to be paid from the Settlement Amount in connection with the Settlement as described in this Agreement. Defendants shall not oppose any application by Plaintiff and/or Plaintiff's Attorneys for a Class Representative Enhancement in an amount equal to or less than Fifty Thousand Dollars (\$50,000).

(e) Plaintiff's Attorneys intend to ask for Key Class Member Enhancements of \$3,000 each, to be paid from the Settlement Amount or the Settlement Proceeds in connection with the Settlement as described in this Agreement. Defendants shall not oppose any application

by Plaintiff and/or Plaintiff's Attorneys for Key Class Member Enhancements in an amount equal to or less than Three Thousand Dollars (\$3,000) each.

(f) Should the Los Angeles County Superior Court, or any other court taking jurisdiction of this matter, decline to approve all material aspects of the Settlement, except for the awards of Plaintiff's Attorney Fees, Plaintiff's Expenses, Settlement Expenses, Class Representative Enhancement and Key Class Member Enhancements (which shall be decided by the court), fail to provide for dismissal with prejudice of the Litigation, or if for any reason Defendants are determined not to be entitled to a dismissal with prejudice of the Litigation, Defendants shall have no obligation to make any payment, including payment of the Settlement Amount, and in that event if Defendants have made any payment, such monies shall be returned promptly to Defendants (minus Defendants' one half share of the Settlement Expenses already reasonably incurred by the Claim Administrator; the other one half share of the Settlement Expenses to be paid by Plaintiff's Attorneys).

(g) **Notice of Class Settlement:** Following the entry of the Order Granting Preliminary Approval of the Settlement, the Notice, including the Class Member Settlement Information Sheet and Election Not To Participate In Settlement, substantially in forms attached hereto as Exhibits A, B, and C, shall be mailed to Class Members.

(i) Within 10 calendar days of preliminary approval, Countrywide shall provide Claim Administrator with the names, most current mailing addresses and Social Security numbers for the Class Members from Countrywide's records. This information shall remain confidential and shall not be disclosed to anyone, except to applicable taxing authorities and as needed by Claim Administrator to carry out the reasonable efforts required by this Agreement, or pursuant to express written authorization by Countrywide or by order of the court.

The parties further agree that the Claim Administrator shall be authorized to use any reasonable practices to locate Class Members in order to provide them with Settlement Payments.

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

(iii) The Class Member Settlement Information Sheet shall be substantially in the form of Exhibit B to this Agreement, which includes the steps that the Settlement Class Member must take if they wish to dispute the number of weeks worked and average weekly earnings information attributed to them, which were used to calculate his or her Individual Settlement Award. The Class Member Settlement Information Sheet as mailed to the Class Members, based on the Defendants' records furnished to Claim Administrator, shall state the number of weeks worked and average weekly earnings information attributed to them for each Class Member as a Class Member during the Settlement Period. Class Members must follow the procedures set forth in Section III, Paragraph 13 of this Agreement to contest the information contained in the Class Member Settlement Information Sheet.

(iv) The Election Not To Participate In Settlement shall be substantially in the form of Exhibit C to this Agreement.

(v) If Notice forms are returned because of incorrect addresses, Claim Administrator shall conduct a Social Security number search for more current addresses for

Class Members and re-mail the Notice forms to any new address obtained. If new address information is obtained by return mail, Claim Administrator shall promptly forward the Notice to the addressee via first-class regular U.S. Mail indicating on the Notice the date it was re-mailed, and notify counsel for Countrywide and Plaintiff's Attorneys of the date of each re-mailing. The Objection/Exclusion Deadline Date, defined in Section III, Paragraph 3(g)(vi) of this Agreement shall be extended by 30 days of the date of the first re-mailing for Class Members whose Notices are re-mailed pursuant to this paragraph.

(vi) The Notice shall provide that the Class Members who wish to object to the Settlement must file with the court and serve on counsel for the Parties a written statement objecting to the Settlement. Such written statement must be filed with the court and served on counsel for the Parties no later than 30 days following the mailing of the Notice. (This deadline is referred to herein as the "Objection/Exclusion Deadline Date.") Class Members who fail to file and serve timely written objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

(vii) The Notice shall include the option for Class Members to opt out of the Settlement. Any Class Member wishing to opt out of the Settlement must comply with the deadline and procedures specified in the Notice for doing so. Class Members who fail to file and serve a valid and timely written Election Not To Participate In Settlement Form on or before the Objection/Exclusion Deadline Date shall be bound by all terms of the Settlement and the Judgment entered in the Litigation if the Settlement is approved by the court, regardless of whether they have objected to the Settlement. Within 10 days of the Objection/Exclusion

Deadline Date, Claim Administrator shall provide the Parties with a complete and accurate list of all Class Members who have validly and timely requested exclusion from the Class.

(g) **Non-Solicitation of Opt-Outs / Objections:** The Parties agree that neither they nor their counsel will solicit or otherwise encourage directly or indirectly Class Members to request exclusion from the Class, object to the Settlement, or appeal the Judgment.

(h) **Final Settlement Hearing:** A Final Settlement Hearing to determine final approval of the Settlement shall be conducted subject to the calendar of the court. No later than 20 days before the Final Settlement Hearing, Plaintiff shall file a memoranda of points and authorities in support of the Settlement. The Parties, contemporaneous with the filing of the Motion for Final Approval shall file a proposed Judgment and Order Approving Class Settlement and Dismissing Class Action with Prejudice (“Judgment”), substantially in the form of Exhibit E, to the court for its approval and entry. After entry of the Judgment, the court shall have continuing jurisdiction over the Litigation solely for purposes of (i) enforcing this Settlement Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

7. Final Order and Judgment:

Upon final approval of the settlement, a final order and judgment shall be entered by the court in the forms attached as Exhibit D and E, which shall, among other things:

(a) Grant final approval to the settlement as fair, reasonable, adequate, in good faith and in the best interests of the Class, as a whole, and order the parties to carry out the provisions of this Agreement.

(b) Dismiss with prejudice all actions, complaints, and claims and any lawsuit against Countrywide and/or the Released Parties arising out of or related to any of the actions or events complained of in the Litigation.

(c) Adjudge that the Settlement Class Members are conclusively deemed to have released Countrywide and the Released Parties of and from any and all rights, claims, demands, liabilities, causes of action, liens and judgments arising out of or in any way related to the matters set forth, or that could have been set forth in the Litigation.

(d) Bar and permanently enjoin each Settlement Class Member from prosecuting against the Released Parties any and all of the Released Claims which the Settlement Class Members have or may have in the future, arising out of, based upon, or otherwise related to the allegations in the Litigation.

(e) Reserve continuing jurisdiction as provided herein.

8. Allocation of Settlement Payments:

Except as otherwise provided in this Agreement, all Settlement Payments paid to satisfy Individual Settlement Awards, as set forth in Section III, Paragraph 10, shall be allocated as follows: 60% to earnings and 40% to interest. Payments shall be subject to the withholding of all applicable local, state and federal income and employment taxes. Defendants will issue W-2 forms for all payments allocated to wages. 1099 forms will be issued for all non-wage payments, including payments for a Class Representative Enhancement, Key Class Member Enhancements and Plaintiff's Attorney Fees and Plaintiff's Expenses. The Claim Administrator shall not pay from the Settlement Amount the employer's share of payroll taxes on any Settlement Payments made to Settlement Class Members. Countrywide agrees to pay separate and apart from the Settlement Amount the employer's share of payroll taxes for all payments allocated to wages.

Each Class Member shall be responsible for remitting to state and/or federal taxing authorities any other applicable taxes due on which may be owed on his or her Settlement Payment, Key Class Member Enhancement or Class Representative Enhancement, and shall hold Countrywide harmless and indemnify Countrywide for any liabilities, costs, and expenses, including attorney fees, caused by any such taxing authority relating in any way to the payment or failure to pay the employee's share of the tax obligation in connection with the payments made pursuant to this Agreement. The Parties acknowledge and agree that proper information reporting will be made to the appropriate taxing authorities regarding all payments made pursuant to this Agreement.

9. Method of Determining Allocation of Settlement Payments:

The Parties recognize and agree that the claims in the Litigation are extremely difficult to determine with any certainty for any given year, or at all, and are subject to myriad differing calculations and formulas. The Parties hereby agree that the formula for allocating the Settlement Payments to Settlement Class Members provided herein is reasonable and that the payments provided herein are designed to provide a fair settlement to the persons within the definition of the Class, despite the uncertainties of the amounts alleged to be owed to Settlement Class Members and the calculation of them. The parties have agreed that the distribution to each Settlement Class Member shall be determined as follows:

(a) Civil Penalty Fund: three-quarters of the Civil Penalty Fund, in the amount of Thirty Seven Thousand Five Hundred Dollars (\$37,500), shall be paid to the Labor and Workforce Development Agency of the State of California. The remaining one-quarter of the Civil Penalty Fund, in the amount of Twelve Thousand Five Hundred Dollars (\$12,500), shall be part of the Settlement Proceeds to be distributed Settlement Class Members, as described below.

(b) Next, each Settlement Class Member's Individual Settlement Award will be determined by multiplying the Settlement Proceeds by a fraction, the numerator of which is the result of multiplying each Settlement Class Member's number of work weeks employed in the Class during the Class Period by that Settlement Class Member's average weekly earnings during that time, and the denominator of which is the result of multiplying the total of all Settlement Class Members' work weeks during the Class Period by the average of all Settlement Class Members' earnings during the Class Period.

10. Distribution of Settlement Proceeds:

After the Effective Date, and solely for purposes of this Agreement, the Settlement Proceeds shall be distributed in accordance with the following eligibility requirements:

(a) Those persons who submit valid and timely Election Not To Participate In Settlement Forms pursuant to the Notice ("Opt-Outs") are not entitled to any Settlement Payments.

(b) Countrywide, through the Claim Administrator, shall make payments to Settlement Class Members as set forth in Section III, Paragraph 9 above.

(c) Countrywide will provide the Claim Administrator with a verification that the number of weeks worked and the average weekly earnings paid in the Class Period pertaining to each Class Member, which serves as the basis of this Agreement, is correct based on the best information available to Countrywide. A copy of the verification form shall be provided to Plaintiff's Attorneys. Countrywide will provide to the Claim Administrator the best information available to it with respect to the full names, last known addresses, telephone numbers and social security numbers of the persons identified from its records as being Class Members.

(d) Claim Administrator's approval and denial of adjustments to Individual Settlement Awards shall be conclusive and binding on all Settlement Class Members and Parties, subject to the dispute provisions of this Agreement as set forth in Section III, Paragraph 13.

11. Funding of Settlement Amount:

(a) **Payment of Authorized Claims:** Subject to the payment maximums specified in Section II, Paragraph 26 of this Agreement, Countrywide will pay to the Claim Administrator funds equal to the amount of the Settlement Payments certified in writing to it by the Claim Administrator, less applicable federal and state withholdings, to comply with the claims process that have not been disputed by the Settlement Class Member or Countrywide as provided below, plus the amount of any Authorized Claims, less applicable federal and state withholdings, that have been disputed but which have been resolved, and which are certified in writing to it by the Claim Administrator to comply with the claims process, within 25 calendar days after the Judgment becomes Final. The Settlement Payments shall be made by the Claim Administrator to each Settlement Class Member within 10 business days after payment is received from Countrywide. As to any Settlement Payments that are returned as undeliverable, or which remain uncashed 90 days after issuance, the Claims Administrator shall be authorized to use any reasonable methods to attempt to locate the Settlement Class Members to whom those Settlement Payments are due. Any Settlement Payments that remain unclaimed after six months from the initial date of mailing shall be subject to escheatment to the State of California pursuant to California state law.

(b) **Application for Approval of Plaintiff's Attorney Fees and Expenses:** Plaintiff's Attorneys shall submit an application to the court for approval of Plaintiff's Attorney Fees and Plaintiff's Expenses. Plaintiff's Attorneys anticipate requesting that the court approve

one-third of the Settlement Amount, for a total of \$5,000,000 (Five Million Dollars) as Plaintiff's Attorney Fees. As set forth above, Plaintiff's Attorney Fees shall come exclusively from the Settlement Amount. The Parties agree that Plaintiff should be reimbursed for any reasonable expenses as part of the award of Plaintiff's Expenses, but any such reimbursement shall be subject to approval by the court and shall come exclusively from the Settlement Amount. Plaintiff's Expenses shall cover actual expenses spent or incurred by them respectively, or that hereafter are spent or incurred by them respectively, that are reasonably related to the handling of the Litigation, including, but not limited to, reasonable expenses for experts including the accounting/financial advisors assisting them with financial analysis, said attorneys' respective shares of the fees of the mediator, filing fees, expenses of travel, expenses, and expenses incurred by Plaintiff in connection with obtaining legal advice regarding the issue of whether Bank of America assumed the litigation liabilities of Countrywide. Plaintiff's Attorneys shall pay the Settlement Expenses incurred by the Claim Administrator from the Court approved Plaintiff's Expenses.

(c) **Payment of Plaintiff's Attorney Fees and Expenses:** The amount of court awarded Plaintiff's Attorney Fees and Plaintiff's Expenses shall be paid by Countrywide to Claim Administrator within 15 days after the court enters Judgment, if no appeal is filed. If an appeal is filed, Countrywide shall pay these amounts to the Claim Administrator within 15 days of the date the judgment becomes Final. However, in no event shall Countrywide pay these amounts sooner than ten days after the court has approved the final attorney fees amount to be paid to Plaintiff's Attorneys. The Claim Administrator shall make payment to Plaintiff's Attorneys within 10 business days following receipt of payment from Countrywide. Countrywide shall issue a Form 1099 to Plaintiff's Attorneys for the payments. Plaintiff's

Attorneys shall be responsible for payment of the Settlement Expenses incurred by the Claim Administrator from the Court approved Plaintiff's Expenses.

(d) **Payment of Enhancements:** Upon court order, the Class Representative Jason Rounsavall shall be paid a Class Representative Enhancement. Plaintiff intends to request a Class Representative Enhancement in the amount of Fifty Thousand Dollars (\$50,000), and Countrywide agrees not to object to such a request in this amount or for a lesser amount. Countrywide reserves the right to object to any request for a Class Representative Enhancement greater than \$50,000. Furthermore, Plaintiff intends to request Key Class Member Enhancements in the amount of Three Thousand Dollars (\$3,000) each, and Countrywide agrees not to object to such a request in this amount or for a lesser amount. Countrywide reserves the right to object to any request for a Key Class Member Enhancement greater than \$3,000. The Parties will accept the determination of the Court, and any remainder shall be available for payment of Settlement Payments pursuant to this Agreement. The amount of court-awarded Class Representative Enhancement and Key Class Member Enhancements shall be paid by Countrywide to Claim Administrator within 15 days after the court enters Judgment, if no appeal is filed. If an appeal is filed, Countrywide shall pay these amounts to the Claim Administrator within 15 days of the date the judgment becomes Final. However, in no event shall Countrywide pay these amounts sooner than 10 days after the court has approved the final Class Representative Enhancement amounts. Claim Administrator shall make these payments to the Class Representative and Key Class Members, in the care of Plaintiff's Attorneys, within 10 business days following receipt of payment from Countrywide.

(e) **Approval of Fees and Costs:** Approval of Plaintiff's Attorney Fees and Plaintiff's Expenses and the award of a Class Representative Enhancement and Key Class

Member Enhancements are not conditions to this Agreement, and are to be considered by the court separately from the fairness, reasonableness, adequacy and good faith of the Settlement. Any order or proceeding relating to the application by Plaintiff's Attorneys of an award of attorney fees and expenses or Class Representative Enhancement or Key Class Member Enhancement, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel this Agreement, or affect or delay the finality of the Judgment. To the extent the court does not approve the full amount of Plaintiff's Attorney Fees, Plaintiff's Expenses, Class Representative Enhancement or Key Class Member Enhancement described above, or there is any appeal of any order relative to these payments, the non-approved or otherwise appealed amounts will be held in the fund created by the payment of the full settlement amount contemplated herein, to be maintained and held by Claim Administrator, until such time as either: (1) the Attorney, Class Representative or Key Class Member involved has waived his, her or its right to appeal the Order denying in full or in part the claim made; (2) the Attorney, Class Representative or Key Class Member has had any appeal pursued by him, her or it decided with finality, such that the funds can be paid in conformance with the appellate result; or (3) any appeal pursued by any other person or entity relative to these payments has been finally adjudicated, such that the funds can be paid in conformance with the appellate result. If the result of any such actions is that some or all of the contested sums are to be paid to the class members, instead of to the Attorney, Class Representative or Key Class Members, then such sums shall be allocated to all Settlement Class Members who were originally due Individual Settlement Awards hereunder, proportionately to the amounts otherwise to be paid each Settlement Class Member.

12. **Claims Administration:**

The charges of and costs incurred by Claim Administrator, upon order of the court shall be paid from the Settlement Amount and shall be considered part of the Settlement Expenses. All disputes relating to Claim Administrator's ability and need to perform its duties shall be referred to the court if they cannot be resolved by the Parties. Claim Administrator shall regularly and accurately report to the Parties, in written form when requested, the substance of the work performed.

13. **Dispute Procedure:**

(a) Settlement Class Members shall be entitled to dispute in writing the Class Member Settlement Information Sheet, within thirty (30) days after mailing. Disputes can only be made as to the number of work weeks and/or average weekly earnings attributed to a Class Member in a Class position during the Settlement Period as set forth in the Class Member Settlement Information Sheet received by the Settlement Class Member (that is, the Settlement Class Member shall be entitled to dispute the number of weeks worked while working in a Settlement Class position, and/or the average weekly earnings earned while working in a Settlement Class Position, as stated in the Class Member Settlement Information Sheet, but may not dispute any of the other calculations or numbers or other aspects of the determination of the amount of Settlement Proceeds for him or her, or for any other Settlement Class Member, or for the Settlement Class in general).

(b) Notice of any dispute permitted in the preceding paragraph must specify the grounds for the dispute and be mailed by U.S. mail to Claim Administrator, postmarked no later than thirty (30) days after the mailing date of the Class Member Settlement Information Sheet containing the information that is disputed. Upon receipt of notice of any such dispute, Claim

Administrator shall promptly serve all Plaintiff's and Countrywide's counsel with a copy of the notice of dispute and any accompanying papers. No such notice of dispute shall be effective or considered for any purpose unless it is timely mailed by U.S. mail to and received by Claim Administrator as provided above.

(c) Countrywide shall have 10 days after the receipt of a notice of dispute to respond to such notice of dispute and submit any additional relevant information.

(d) All disputes by the Settlement Class Members to the information contained on the Class Member Settlement Information Sheet shall be determined in a single, final, binding, non-appealable decision by Claim Administrator with the understanding that the only such objections permitted are those which challenge the number of work weeks and/or average weekly earnings attributed to a class member in the Settlement Class during the Settlement Period. Class Member Settlement Information Sheets that Countrywide believes contain inaccurate information will also be decided in this manner.

The Claim Administrator will review documentation and may talk to the Settlement Class Member, a Representative of Defendants and class counsel, and will issue a non-appealable decision as to the work weeks and/or average weekly earnings attributed to the Settlement Class Member in a qualifying position during the relevant period. The burden shall fall on the Settlement Class Member to produce information and/or documents affirmatively rebutting the information provided by Countrywide. There shall be no discovery conducted under this Agreement, except that the Settlement Class Member shall be entitled to receive copies of all writings upon which the amounts stated on the Class Member Settlement Information Sheet were determined, and all Parties shall be entitled to receive copies of all writings submitted by the Settlement Class Member.

(e) The fees and costs charged by Claim Administrator (if any) are Settlement Expenses and shall be approved by the court and deducted from the Settlement Amount as part of Plaintiff's Expenses.

(f) Claim Administrator shall be neutral and unbiased. Claim Administrator shall render a decision within 30 days after accepting the matter for review.

14. Notices:

Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the fifth day after mailing by United States mail, addressed as follows:

To Class Counsel for Plaintiff:

Stanley D. Saltzman
Marcus J. Bradley
Marlin & Saltzman
29229 Canwood Street, Suite 208
Agoura Hills, CA 91301

To Counsel for Countrywide:

Andrew M. Paley
Seyfarth Shaw LLP
2029 Century Park East, Suite 3500
Los Angeles, CA 90067

15. Countrywide's Option to Void Agreement:

It is understood and agreed by the Parties that the formula for the distribution of the Settlement Proceeds and the procedure for effectuating this Settlement are subject to approval by the court. However, if any court order or action of the court requires Countrywide to: pay any portion of the Settlement Proceeds to any person or entity other than a Settlement Class Member or as provided herein, or pay more than Fifteen Million Dollars (\$15,000,000), (including cash payments to the Class, Plaintiff's Attorneys Fees, Plaintiff's Expenses, Claims Administration

Fees; Key Class Member Enhancements, Class Representative Enhancement and Civil Penalty Fund); diminishes the releases to be obtained by Countrywide; or requires any other changes in the Settlement that are materially detrimental to Countrywide, the Agreement shall be voidable by Countrywide, by written notice to Plaintiff's Attorneys served in a manner authorized by California Code of Civil Procedure section 1013, no later than fifteen days after Countrywide receives notice of entry of any such order. Furthermore, if more than twenty percent of the persons who fall within the definition of the Class become Opt-Outs as specified in this Agreement, then Countrywide shall have the option to declare this Agreement null and void, if, within thirty (30) days following the expiration of the time-period in which to opt-out, Countrywide serves written notice of Countrywide's exercise of this option on Plaintiff's Attorneys, and serves it in one of the manners provided for by California Code of Civil Procedure section 1013. If Countrywide voids this Agreement, or if the court fails to approve this Agreement, Countrywide shall have no obligations to make any payments under this Agreement and any payments made by Countrywide shall be returned promptly to Countrywide and any Settlement Expenses which are or have been charged by Claim Administrator, shall be paid, reimbursed and adjusted among Plaintiff, their attorneys of record, and Countrywide so that Plaintiff bears half said expenses, and Countrywide bears the other half. Plaintiff agrees to pay to Claim Administrator directly one half of those expenses under these circumstances. Assuming Countrywide has properly exercised its right to void this agreement pursuant to the terms thereof, then Countrywide shall not be responsible to pay any of Plaintiff's Attorney's Fees or Plaintiff's Expenses.

16. **Entire Agreement:**

After this Agreement is fully executed by all Parties and their attorneys of record, this Agreement shall constitute the entire agreement relating to settlement of this Litigation and the causes of action and defenses asserted therein, and it shall then be deemed that no oral representations, warranties or inducements have been made to any party concerning this Agreement other than the representations, warranties and covenants expressly stated in this Agreement.

17. **Authorization:**

Plaintiff's Attorneys warrant and represent that they are authorized by Plaintiff for whom they are attorneys of record, and the attorneys of record for Countrywide warrant and represent that they are authorized by Defendants, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties agree to seek the assistance of the court, and in all cases all such documents, supplemental provisions and assistance of the court shall be consistent with this Agreement.

18. **Jurisdiction:**

The court shall have continuing jurisdiction to resolve any dispute which may arise with regard to the terms and conditions of this Agreement, subject to approval by the court. Except

where the context indicates otherwise, references to the court shall also include any other courts that take jurisdiction of the Litigation, or any to whom the court has referred the matter.

19. Modification:

This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest.

20. Successors:

This Agreement shall be binding upon, and inure to the benefit of, the successors of each of the Parties.

21. California Law:

All terms of this Agreement and its Exhibits shall be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

22. Representation by Counsel:

The Parties have all been represented by counsel and have cooperated in the drafting and preparation of this Agreement. This Agreement shall not be construed against any party on the basis that the party was the drafter or participated in the drafting.

23. Counterparts:

This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. Any executed counterpart shall be admissible in evidence to prove the existence and contents of this Agreement.

Signatures may be submitted via original signature, facsimile or in PDF format.

24. Incorporation of Exhibits:

All exhibits attached hereto are incorporated by reference and are a material part of this Agreement. Any notice, order, judgment or other exhibit that requires approval of the court must be approved without material alteration from its current form in order for this Agreement to become effective.

25. Reasonableness of Settlement:

Plaintiff and Defendants believe that this is a fair, reasonable and adequate Settlement and have arrived at this Settlement through arms-length negotiations, taking into account all relevant factors, present and potential.

26. Return of Documents:

Within thirty days after the filing of the Judgment pursuant to this Agreement, Plaintiff's Attorneys shall, upon written demand by Defendants, return all documents marked "Confidential" received from Defendants and destroy all notes of any such documents. No copies shall be retained of any such document.

27. Headings:

The headings contained in this Agreement are for reference only and are not to be construed as a part of the Agreement.

28. Named Plaintiff's Waiver of Right to Object:

By signing this Agreement, Plaintiff Jason Rounsavall agrees to be bound by its terms and agrees not to request to be excluded from the Class and agrees not to object to any of the terms of the Agreement. Non-compliance by Plaintiff with this paragraph shall be void and of no force and effect. Any such request for exclusion or objection shall therefore be void and of no force and effect.

29. Representation Regarding Assumption of Liability

In the course of negotiating this settlement, Countrywide represented to Plaintiff's Attorneys that, in connection with a triangular merger through which Countrywide Financial Corporation ("CFC") merged with a subsidiary of Bank of America Corporation ("Bank of America"), Bank of America did not assume the liabilities of CFC in connection with this litigation (the "Liability Representation"). Countrywide has provided Plaintiff's Attorneys with copies of various documents evidencing and describing the nature of this transaction, including a letter from Countrywide's corporate counsel verifying the Liability Representation, and Plaintiff's Attorneys have had a period of over thirty days to conduct an evaluation of the Liability Representation.

30. Statements Regarding Assumption of Liability

Plaintiff, the Key Class Members, and Plaintiff's Attorneys agree not to make any statements to the news media or the public, including but not limited to any mention on the internet, social networking websites, Twitter, and the like, regarding the financial condition of Countrywide or Bank of America, including, but not limited to, the fact that Bank of America did not assume any liabilities in connection with this litigation.

Execution By Parties

Dated: DEC 17th, 2009



Jason Rounsavall

Dated: _____, 2009

Cecilia Cavallo

Dated: _____, 2009

Margaret Voskanian

Dated: _____, 2009

Patricia Phillips

Dated: _____, 2009

Carly Nicole Smith

Dated: _____, 2009

MARLIN & SALTZMAN

By: _____
Stanley D. Saltzman
Counsel for Plaintiff

Dated: _____, 2009

COUNTRYWIDE HOME LOANS, INC.
COUNTRYWIDE FINANCIAL CORPORATION

By: _____
Tracy Dalton
Assistant General Counsel

Dated: _____, 2009

SEYFARTH SHAW LLP

By: _____
Andrew M. Paley
Counsel for Defendants

Signature By Parties

_____, 2009

Jason Rounsavall

10-15, 2009

Cecilia Cavallo
Cecilia Cavallo

_____, 2009

Margaret Voskanian

_____, 2009

Patricia Phillips

_____, 2009

Carly Nicole Smith

_____, 2009

MARLIN & SALTZMAN

By: _____
Stanley D. Saltzman
Counsel for Plaintiff

_____, 2009

COUNTRYWIDE HOME LOANS, INC.
COUNTRYWIDE FINANCIAL CORPORATION

By: _____
Tracy Dalton
Assistant General Counsel

_____, 2009

SEYFARTH SHAW LLP

By: _____
Andrew M. Paley
Counsel for Defendants

Execution By Parties

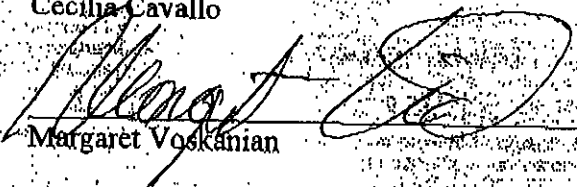
Dated: _____, 2009

Jason Rounsavall

Dated: _____, 2009

Cecilia Cavallo

Dated: _____, 2009



Margaret Voskarian

Dated: _____, 2009

Patricia Phillips

Dated: _____, 2009

Carly Nicole Smith

Dated: _____, 2009

MARLIN & SALTZMAN

By: _____
Stanley D. Saltzman
Counsel for Plaintiff

Dated: _____, 2009

COUNTRYWIDE HOME LOANS, INC.
COUNTRYWIDE FINANCIAL CORPORATION

By: _____
Tracy Dalton
Assistant General Counsel

Dated: _____, 2009

SEYFARTH SHAW LLP

By: _____
Andrew M. Paley
Counsel for Defendants

Execution By Parties

Dated: _____, 2009

Jason Rounsavall

Dated: _____, 2009

Cecilia Cavallo

Dated: _____, 2009

Margaret Voskanian

Dated: Dec 15, 2009

TP Phillips
Patricia Phillips

Dated: _____, 2009

Carly Nicole Smith

Dated: _____, 2009

MARLIN & SALTZMAN

By: _____
Stanley D. Saltzman
Counsel for Plaintiff

Dated: _____, 2009

**COUNTRYWIDE HOME LOANS, INC.
COUNTRYWIDE FINANCIAL CORPORATION**

By: _____
Tracy Dalton
Assistant General Counsel

Dated: _____, 2009

SEYFARTH SHAW LLP

By: _____
Andrew M. Paley
Counsel for Defendants

Execution By Parties

Dated: _____, 2009

Jason Rounsavall

Dated: _____, 2009

Cecilia Cavallo

Dated: _____, 2009

Margaret Voskanian

Dated: _____, 2009

Patricia Phillips

Dated: 12/15, 2009

Carly Nicole Smith

Carly Nicole Smith

Dated: _____, 2009

MARLIN & SALTZMAN

By: _____

Stanley D. Saltzman
Counsel for Plaintiff

Dated: _____, 2009

COUNTRYWIDE HOME LOANS, INC.
COUNTRYWIDE FINANCIAL CORPORATION

By: _____

Tracy Dalton
Assistant General Counsel

Dated: _____, 2009

SEYFARTH SHAW LLP

By: _____

Andrew M. Paley
Counsel for Defendants