

GWENDOL DENISE TAYLOR, *et al.*

Individually and on behalf of a
Class of consumers similarly situated

Plaintiffs,

v.

WELLS FARGO HOME MORTGAGE, INC.,

Defendant.

* IN THE
* CIRCUIT COURT
* FOR
* BALTIMORE CITY,
* MARYLAND
* Case No.: 24-C-02-001635

* * * * *

**ORDER PRELIMINARILY APPROVING SETTLEMENT, CERTIFYING CLASS FOR
SETTLEMENT PURPOSES AND APPROVING THE FORM, MANNER AND
ADMINISTRATION OF NOTICE**

Upon review and consideration of the Settlement Agreement (the "Agreement") dated January 22, 2010, relating to claims raised against Defendant Wells Fargo Bank, N.A. d/b/a Wells Fargo Home Mortgage ("Wells Fargo Bank") in *Taylor, et al. v. Wells Fargo Home Mortgage*, Case No. 24-C-02-001635 (filed on March 26, 2002) (hereinafter the "Action"), and a following a hearing on the proposed:

NOW, upon application of Representative Plaintiffs Gwendol Taylor and Gail E. Thompson (collectively "Representative Plaintiffs"), and good cause appearing, THIS COURT FINDS and ORDERS as follows:

1. The terms of the Agreement, and the Settlement provided for therein, are preliminarily approved as fair, reasonable and adequate, subject to further consideration thereof

at the Settlement Hearing described at Paragraph 17 of this Order.

2. The definitions set forth in the Agreement are hereby incorporated by reference into this Order.

3. For purpose of this Settlement, in accordance with the Agreement, and pursuant to Rules 2-231(a) and 2-231(b) (3) of the Maryland Rules of Civil Procedure, the Court hereby certifies the following settlement class ("Class"):

All consumers on the list of 14,211 transactions that Wells Fargo produced on or about September 15, 2009, who entered into mortgage loan transactions concerning property located in Maryland where: (1) the Mortgage Broker is also identified as the mortgage lender in the operative documents relating to the transaction; (2) the Mortgage Broker received a finder's fee as that term is defined in Md. Com. Law Code Ann. §12-801(c); and (3) Wells Fargo funded the mortgage loan at settlement.

Excluded from the Settlement Class are all former and present directors, officers and agents as well as all current employees of Wells Fargo.

4. For Settlement purposes only, the Court finds as to the Class that:

a. The Class is so numerous that joinder of all members is impracticable;

b. There are questions of law or fact common to the Class;

c. The claims of the Representative Plaintiffs are typical of the claims of the Class that Representative Plaintiffs seek to certify; and

d. Representative Plaintiffs and their counsel fairly and adequately will protect the interests of the Class.

The Court further finds that:

a. The questions of law or fact common to the members of the Class, and

which are relevant for Settlement purposes, predominate over the questions affecting only individual members; and

b. Certification of the Class is superior to other available methods for the fair and efficient adjudication of this controversy.

5. For the purpose of this preliminary approval and all matters relating to the Settlement, until further order of the Court, Plaintiffs Gwendol Taylor and Gail E. Thompson shall be the Representatives of the Class and Representative Plaintiffs' counsel of record are appointed as counsel for the Class. The law firms representing the Class are:

Richard S. Gordon
Benjamin H. Carney
QUINN, GORDON & WOLF, CHTD.
102 West Pennsylvania Avenue, Suite 402
Baltimore, Maryland 21204

Nevett Steele, Jr.
P.O. Box 128
211 Central Avenue
Glyndon, Maryland 21071

Phillip Robinson
CIVIL JUSTICE, INC.
520 West Fayette Street
Baltimore, Maryland 21201

Richard S. Gordon is hereby appointed as Lead Counsel for the Class.

6. Tilghman & Co., P.C., located in Birmingham, Alabama, is hereby appointed to serve as Settlement Administrator.

7. Pursuant to the terms of paragraph 15(c) of the Agreement, the Defendant is hereby directed to prepare and provide to the Settlement Administrator a Class Member list

within fourteen (14) calendar days of the entry of this Order. Within thirty (30) calendar days of the entry of this Order, pursuant to the procedures detailed in the Agreement, the Settlement Administrator shall provide notice of this Settlement and of the Settlement Hearing to all Class Members by mailing a copy of the Notice of Pendency of Class Action, Proposed Settlement and Hearing (the "Class Notice"), by first class mail, substantially in the form attached hereto as Exhibit 1.

8. The reasonable costs and expenses of printing, preparing and mailing the Class Notice, and the reasonable costs and expenses of the Settlement Administrator, and other related administrative expenses shall be borne as set forth in paragraph 16 of the Agreement.

9. Prior to the hearing described in paragraph 17 herein, Plaintiffs' counsel shall serve and file a sworn statement of the Settlement Administrator evidencing compliance with the provisions of this Order concerning the mailing of the Class Notice.

10. Notice in compliance with the provisions set forth in paragraph 7 above and the Agreement is hereby found to be the best Notice practicable under the circumstances, and constitutes due and sufficient notice of this Order to all persons affected by and/or entitled to participate in the Settlement, in full compliance with the Notice requirement of Rule 2-231 of the Maryland Rules of Civil Procedure and due process.

11. Any Class Member wishing exclusion from the Class shall mail a request for exclusion ("Request for Exclusion" or "Opt-Out Form") to the Settlement Administrator, postmarked not later than thirty (30) days after the mailing of the Notices and addressed to the Settlement Administrator. Such request shall set forth: the name, address, and telephone number

of the Class Member, and contain the words "opt-out," "exclusion," or other words clearly indicating an intent not to participate in the Settlement. Requests for exclusion shall be deemed to have been made in each and every capacity in which the person requesting the exclusion is acting. Any Class Member who does not properly and timely request exclusion shall be included in the Class and shall be bound by any Final Judgment entered in the Actions. The specific date and deadline for requesting exclusion by a class member shall be set forth in the Notice.

12. Within seven (7) business days following the expiration of the last date for requesting exclusion (the "Exclusion Date"), the Settlement Administrator shall:

- a. Notify in writing Defendants' counsel and Representative Plaintiffs' counsel regarding the names of Class Members, if any, who request exclusion;
- b. File with the Court a sworn statement listing all persons who have submitted timely requests for exclusion; and
- c. Provide copies of all Requests for Exclusion received by it to Defendants' counsel and Representative Plaintiffs' counsel. The originals of all Requests for Exclusion shall be retained by the Settlement Administrator unless and until such originals are delivered to Representative Plaintiffs' counsel following the Effective Date of the Settlement.

13. To effectuate the Settlement and the Notice provided for herein, the Settlement Administrator shall lease and maintain a post office box of adequate size. Notice to the Class shall designate said post office box for Requests for Exclusion and for all purposes of communicating with the Settlement Administrator. The Settlement Administrator shall be

responsible for the receipt of all Requests for Exclusion and other written communications from Class Members and shall preserve all such communications until administration is complete or pursuant to Order of the Court. All written communications received from Class Members and all written responses to inquiries by Class Members relating to the Agreement and Settlement shall be available at all reasonable times for inspection and copying by Defendant's counsel and Representative Plaintiffs' counsel, subject to further Order of the Court if issues of privilege or confidentiality arise. Notice to Class Members shall designate the Settlement Administrator as the person to whom Requests for Exclusion shall be sent.

14. In order to be deemed a Class Member entitled to participate in the Settlement as set forth in this Agreement, in the event that the Settlement is effected in accordance with all of the terms and conditions thereof, Class Members need not take any affirmative action, but shall not opt-out of, or request exclusion from, the Settlement.

15. All other events contemplated under the Settlement Agreement to occur after this Order and before the hearing described in paragraph 17 shall be governed by the Agreement to the extent not inconsistent herewith.

16. Response to any class member opposition, memoranda in support of the Settlement, petitions for attorneys' fees and reimbursement of expenses by Representative Plaintiffs' counsel, and requests for any class representative award shall be filed with the Clerk of the Court on or before **March __, 2010**.

17. A hearing (the "Settlement Hearing") shall be held before the undersigned at **10:00 a.m. on April 14, 2010** in the Circuit Court for Baltimore City, 111 North Calvert Street,

Room _____, Baltimore, Maryland 21202, to consider the fairness, reasonableness and adequacy of the proposed Settlement, the entry of any final Order or Judgment in the case, petitions for attorneys' fees and for reimbursement of expenses by Representative Plaintiffs' counsel, and other related matters. This hearing may be postponed, adjourned or continued by Order of the Court without further notice to the Class.

18. Any Class Member who does not opt-out of the Settlement may appear at the Settlement Hearing in person or by counsel, if any appearance is filed and served as hereinafter provided in the Notices, and will be heard to the extent allowed by the Court in support of, or in opposition to, the fairness, reasonableness, and adequacy of the proposed Settlement; the requested award of attorneys' fees, and reimbursement of expenses; provided, however, that no person shall be permitted to intervene or otherwise be heard in opposition to the proposed settlement, and, if approved, the judgment entered thereon, or to the requested award of attorneys' fees and reimbursement of expenses, and no papers or briefs submitted by any person shall be accepted or considered by the Court unless, not later than thirty (30) days after the mailing of the Notice, such person has:

- a. Filed with the Clerk of the Court a notice of such person's intention to intervene or otherwise appear together with a statement that indicates the basis for such intervention or opposition along with any supporting documentation;
- b. Served copies of such notice, statement and documentation, together with copies of any other papers or briefs that such person files with the Court, either in person or by mail, upon Representative Plaintiffs' counsel, and upon Defendant's counsel; and

c. Otherwise complied with the Settlement Agreement and Notice for purposes of such hearing.

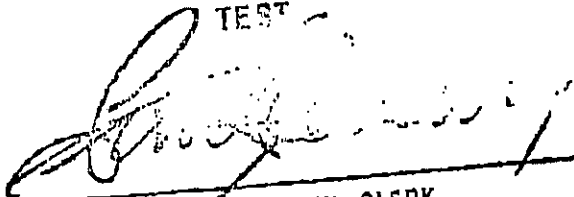
19. If Final Approval of the Settlement is not granted, or if the Settlement is terminated for any reason whatsoever, the Settlement and all proceedings had in connection therewith shall be without prejudice to the status quo ante rights of the parties to the Action, and all Orders issued pursuant to the Settlement shall be vacated. In such an event, the Settlement and all negotiations concerning it shall not be used or referred to in these Actions for any purpose whatsoever.

Dated: January 27, 2010.

JUDGE JOHN M. GLYNN, Part 95
Signature Appears on Original Document

Honorable John M. Glynn
Circuit Court for Baltimore City, Maryland

TRUE COPY
TEST



FRANK M. CONAWAY, CLERK

