

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT KANSAS CITY

DEANTHONY THOMAS AND SUSAN
JELINKE-THOMAS, et al.,

Plaintiffs,

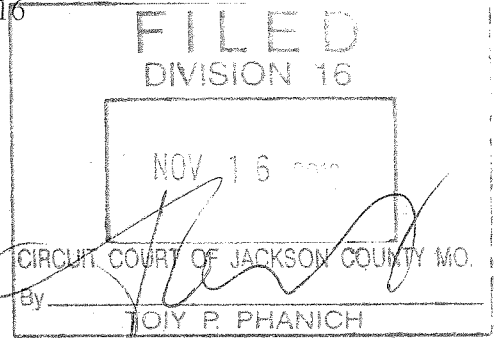
vs.

U.S. BANK NATIONAL ASSOCIATION,
et al.,

Defendants.

Case No. 1216-CV20561

Division 16



FINAL JUDGMENT

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The settlement of the claims of the U.S. Bank Direct Loans Settlement Class on the terms set forth in the Parties' Settlement and Release Agreement ("Agreement") dated August 9, 2012, is approved as fair, reasonable and adequate, is incorporated herein, and the following settlement class is granted final certification for settlement purposes under Mo. Rule 52.08:

All persons who, on or after May 16, 1994, obtained a Missouri Second Mortgage Loan that was originated by a lender other than U.S. Bank National Association ND or U.S. Bank National Association, secured by a mortgage or a deed of trust on residential real property located in the state of Missouri, and purchased by, assigned to, or otherwise acquired or serviced by U.S. Bank National Association ND or U.S. Bank National Association, and who did not timely exclude themselves from a litigation class previously certified in any of the following cases:

- *Baker v. Century Financial Group, Inc.*, Case No. CV100-4294, filed June 28, 2000 (Cir. Ct. Clay County, Missouri)
- *Beaver v. First Consumers Mortgage, Inc.*, Case No. 00-CV-215097-01, filed June 23, 2000 (Cir. Ct. Jackson County, Missouri) (consolidated with *Beaver v.*

First Consumers Mortgage, Inc., Case No. 03-CV-213643, filed May 28, 2003 (Cir. Ct. Jackson County, Missouri))

- *Couch v. SMC Lending, Inc.*, Case No. 7CV-100-4332, filed June 29, 2000 (Cir. Ct. Clay County, Missouri)

- *Gilmor v. Preferred Credit Corporation*, Case No. CV100-4263, filed June 27, 2000 (Cir. Ct. Clay County, Missouri), *removed*, Case No. 10-0189-CV-W-ODS (W.D. Mo.)

- *Hall v. American West Financial*, Case No. 00CV218553-01, filed July 28, 2000 (Cir. Ct. Jackson County, Missouri)

If any of these persons have died, became a debtor in a bankruptcy case under Chapter 7 or Chapter 13 after obtaining his or her U.S. Bank Direct Loan, or in some other way voluntarily or involuntarily transferred his or her rights under a U.S. Bank Direct Loan, said person's heir, representative, bankruptcy trustee, successor or assign also shall be deemed a member of the U.S. Bank Direct Loans Settlement Class

(the "U.S. Bank Direct Loans Settlement Class").

2. Individual notice complying with Mo. Rule 52.08 was sent to the last-known address of each member of the U.S. Bank Direct Loans Settlement Class as identified on Exhibit F to the Agreement, which list was subject to certain representations and warranties by U.S. Bank National Association ND and U.S. Bank National Association (the "Settling Defendants") as set forth in Section 4(b) of the Agreement. A statewide notice by publication was also given pursuant to Mo. Rule 52.08. The Court finds that the individual notice and notice by publication constituted the best notice practicable under the circumstances and that such notice satisfies the requirements of due process and Mo. Rule 52.08. The Court further finds that all members of the U.S. Bank Direct Loans Settlement Class are "U.S. Bank Direct Loans Settlement Class Members" as defined in the Agreement and all such persons are bound by the Court's *Order Finally Approving Class Action Settlement and Certifying a Class for Settlement Purposes* and

this Final Judgment whether or not they are identified on Exhibit F to the Agreement and/or received individual notice and/or notice by publication.

3. This lawsuit and all claims asserted herein, both individually and on behalf of the U.S. Bank Direct Loans Settlement Class, are dismissed on the merits with prejudice according and subject to the terms of the Agreement and the Court's *Order Finally Approving Class Action Settlement and Certifying a Class for Settlement Purposes*, which is dated this same date (the "Final Approval Order"), without costs to any Party except as provided in the Agreement and Final Approval Order. The dismissal of this lawsuit and the individual and class claims shall not in any way stay, bar, preclude, abate or otherwise operate as a dismissal, release, discharge or other adjudication of any claims of the Named Plaintiffs or the U.S. Bank Direct Loans Settlement Class Members against any person, association or entity, except for the "Released Claims" against the "Released Persons" as defined in the Agreement.

4. On the Effective Date set forth in Section 16 of the Agreement, the Releasors, including Named Plaintiffs Steven M. Rich, DeAnthony Thomas and Susan Jelinek-Thomas, as to their October 5, 1998 Missouri Second Mortgage Loan, and Ted Varns and Raye Ann Varns and all U.S. Bank Direct Loans Settlement Class Members, shall be deemed bound by the Releases as provided in Section 9 of the Agreement. Without limiting the foregoing, on the Effective Date set forth in Section 16 of the Agreement, all Releasors as defined in Section 2.28 of the Agreement, including Named Plaintiffs Steven M. Rich, DeAnthony Thomas and Susan Jelinek-Thomas, as to their October 5, 1998 Missouri Second Mortgage Loan, and Ted Varns and Raye Ann Varns and all U.S. Bank Direct Loans Settlement Class Members, and each of their respective heirs, executors, administrators, assigns, legal representatives, trustees,

guardians, predecessors and successors, and any other person claiming by or through any or all of them, shall be deemed without further action by any person or the Court (i) to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Settling Defendants and any and all of the other Released Persons as set forth in Section 2.29 of the Agreement, of and from any and all Released Claims set forth in Section 2.30 of the Agreement, which includes but is not limited to all claims that in any way concern, relate to, or arise out of the U.S. Bank Direct Loans and which any of the Releasors have had, or now have, from the beginning of time up through and including the Effective Date, against the Released Persons, (ii) to have consented to dismiss the Released Claims of the Releasors against the Released Persons with prejudice in the Missouri Cases and to dismiss the Litigation with prejudice, and (iii) to be forever barred and enjoined from instituting or further prosecuting in any forum whatsoever including, but not limited to, any state, federal, or foreign court, or regulatory agency, the Released Claims. Each Releasor shall be bound by the Agreement and all of their Released Claims shall be dismissed with prejudice and released even if they never received actual prior notice of the Litigation or the Settlement in the form of the Class Mail Notice or otherwise. The Releases and agreements contained in Section 9 of the Agreement shall apply to and bind all Class Members, whether or not they have made a Claim, including those Class Members whose Class Mail Notices are returned as undeliverable, and those for whom no current address can be found, if any.

5. As of the Effective Date specified in Section 16 of the Agreement, the Releasors, as defined in Section 2.28 of the Agreement, are permanently barred and enjoined from asserting, commencing, prosecuting and/or continuing any of the Released Claims, as defined in

Section 2.30 of the Agreement, against the Released Persons, as defined in Section 2.29 of the Agreement.

6. As of the Effective Date specified in Section 16 of the Agreement, the Named Plaintiffs and U.S. Bank Direct Loans Settlement Class Members shall credit, satisfy and offset against any judgment that may be entered in favor of the Named Plaintiffs and/or the U.S. Bank Direct Loans Settlement Class in the Missouri Cases that equitable portion of their damages, or any other claimed form of monetary relief (“Damages”) which relates to the U.S. Bank Direct Loans and which was caused by the acts or fault, if any, of the Released Persons as hereafter may be determined at trial or other disposition of the Missouri Cases or any other action, and further, shall release and discharge that portion of their claims for Damages in the Missouri Cases which relates to the U.S. Bank Direct Loans and which may hereafter, by trial or other disposition of the Missouri Cases or any other action, be determined to be the portion of fault for which any or all of the Released Persons are liable.

7. The Court finds and concludes that the Non-U.S. Bank Direct Loans Borrowers cannot recover any damages, penalties or other relief from the Settling Defendants with respect to the Missouri Second Mortgage Loans in any of the Missouri Cases because the Missouri Second Mortgage Loans made to the Non-U.S. Bank Direct Loans Borrowers are not U.S. Bank Direct Loans. This finding and conclusion shall not be deemed a holding that the Non-U.S. Bank Direct Loans Borrowers have released any claims of any kind or type with respect to the Missouri Second Mortgage Loans.

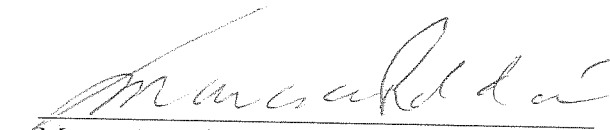
8. Any and all claims against the Released Persons for contribution and non-contractual indemnity related to or arising from the Released Claims or from any claims of

the Named Plaintiffs and/or the U.S. Bank Direct Loans Settlement Class Members in the Missouri Cases with respect to the U.S. Bank Direct Loans are permanently barred, prohibited and enjoined.

9. The Court will retain continuing jurisdiction over this Litigation and each of the matters set forth in Section 15(c) of the Final Approval Order for the purposes set forth in the Final Approval Order.

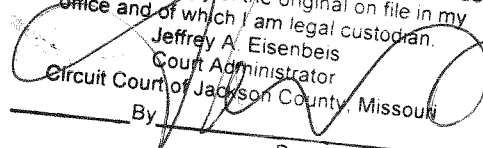
10. Unless otherwise provided herein, all capitalized terms in this Final Judgment shall have the same meaning as the terms in the Agreement.

Dated: November 16, 2012



Marco A. Roldan, Circuit Judge

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CERTIFIED COPY
I certify that the foregoing document is a full, true and complete copy of the original on file in my office and of which I am legal custodian.
Jeffrey A. Eisenbeis
Court Administrator
Circuit Court of Jackson County, Missouri
By 
Deputy