

IN THE CIRCUIT COURT
THIRD JUDICIAL CIRCUIT
MADISON COUNTY, ILLINOIS

FILED
FEB 21 2017

CLERK OF CIRCUIT COURT #75
THIRD JUDICIAL CIRCUIT
MADISON COUNTY, ILLINOIS

WILLIAM TENNISON, individually, et al.)
and on behalf of all others similarly situated,)

Plaintiffs,)

v.)

MARION BASS SECURITIES)
CORPORATION, et al.)

Defendants.)

Case No. 01-L-000457

**ORDER AND FINAL JUDGMENT AS TO CLASS CLAIMS
AND GRANTING FINAL APPROVAL TO CLASS ACTION SETTLEMENT**

This Court, having considered the Class Action Settlement Agreement filed on October 17, 2016 (the "Settlement Agreement") and all exhibits thereto; having conducted a Final Hearing on February 21, 2017; and having considered all submissions, objections, and arguments with respect thereto, and otherwise being fully informed and good cause appearing therefor, **HEREBY ORDERS, ADJUDGES, and DECREES** as follows:

1. The Settlement Agreement executed by the Parties is hereby incorporated in, and made a part of, this Order and Final Judgment (hereafter referred to as "Final Approval Order"). Reference to the Settlement Agreement in this Final Approval Order includes all exhibits appended thereto. The definitions and capitalized defined terms appearing in the Settlement Agreement have the same meanings for purposes of this Final Approval Order.

2. For purposes of this settlement only, the Court finds that it has personal jurisdiction over the Settlement Class representative, William Tennison, all members of the Settlement Class, and Defendant Wells Fargo, and has subject matter jurisdiction to approve and enforce the Settlement Agreement.

3. The Court conducted its Final Hearing to consider the fairness, reasonableness, and adequacy of the settlement. The Court has considered the objections, if any, to the settlement, and it finds that the settlement is the result of extensive arm's-length and good faith negotiations between Class Counsel and counsel for Wells Fargo.

4. The settlement, including all terms of the Settlement Agreement and all appended exhibits, is in all respects fair, reasonable and adequate, in light of (a) the risks of the litigation with respect to numerous issues, including duty, liability, defenses, damages, and class certification, and (b) the compensation and benefits the Settlement Class will receive pursuant to the settlement, without the delays and risks of further litigation.

5. Accordingly, pursuant to 735 ILCS 5/2-801 *et seq.*, and 740 ILCS 100/0.01 *et seq.*, the Court hereby grants final approval to the Settlement Agreement and all its terms and expressly finds that it is, in all respects, a good faith settlement that is fair, reasonable, adequate, and in the best interests of the Settlement Class. The Parties are hereby directed to implement and consummate the Settlement Agreement according to the terms and provisions therein.

6. Any Class Member who has not properly and timely submitted a valid written Opt Out Request satisfying all the criteria and requirements specified in the Court's Preliminary Approval Order dated October 25, 2016, is bound by the terms and provisions of the Settlement Agreement and this Final Approval Order. This includes, without limitation, the releases, waivers, and covenants described in the Settlement Agreement and this Final Approval Order, whether or not such Class Member objected to the settlement and whether or not such Class Member makes any claim upon any settlement funds.

7. Notice to the Settlement Class has previously been given in the manner approved by the Court in its Preliminary Approval Order. Pursuant to 735 ILCS 5/2-803 and 5/2-806, the

Court finds that such notice constitutes fair, reasonable, and adequate notice to all persons entitled to notice, is the best notice practicable under the circumstances, and complies in all respect with due process and all applicable legal requirements.

8. The Court approves the Distribution Plan proposed by Class Counsel as a fair and reasonable method to allocate the settlement proceeds among members of the Settlement Class. Accordingly, all disbursements from the Gross Settlement Fund, the Net Settlement Fund, and the Escrow Account will be made in accordance with the Settlement Agreement and the Distribution Plan.

9. The provisional certification of the Settlement Class in the Court's Preliminary Approval Order is hereby finalized and confirmed, including the appointment of Class Counsel and the appointment of William Tennison as Settlement Class representative. The Court finds that all of the prerequisites for a settlement class under Illinois law are satisfied.

10. Within 30 days after Final Approval as defined in the Settlement Agreement, Wells Fargo is directed to make the remaining portion of its WF Contribution to the Escrow Account, less the Initial Costs Advance it previously paid. Once it has distributed the Previously Collected Funds and completed its WF Contribution as provided in the Settlement Agreement, Wells Fargo will be fully, finally, and completely discharged from all further obligations under the Settlement Agreement. It will have no other liability, obligation, or responsibility of any kind to Plaintiff Tennison, any Class Member, all or any part of the Settlement Class, Class Counsel, the Settlement Administrator, or any other person or entity whatsoever for payments to Class Members, any claim for attorney's fees, costs, or litigation expenses of any sort, settlement administration costs, division or amounts of distributions between or among Class Members, or

any other thing or matter on account of or related in any way to the Claims, the Bonds, the Litigation, or any other matters within the scope of the Settlement Agreement.

11. All Class Release Parties have expressly released and discharged Wells Fargo from all Released Claims, including but not limited to those that were asserted or could have been asserted by any member of the Settlement Class against Wells Fargo arising out of or related in any way to the Released Claims, the Bonds, the Litigation, or any other matter within the scope of the Settlement Agreement. Further, the releases provided by the Class Release Parties apply to and include any and all claims that were or might have been asserted against Wells Fargo in the Receivership Action, and any and all remaining duties, obligations, liabilities, and responsibilities of Wells Fargo arising out of or related in any way to the Receivership Action and the Receivership Order are fully and finally extinguished upon entry of this Final Approval Order. All such Released Claims are hereby dismissed with prejudice and without costs to any Party except as expressly provided herein. Other than the payments and benefits expressly stated in the Settlement Agreement and the Distribution Plan (and subject to the terms and conditions stated therein), each and every Class Release Party, individually and collectively, will not hereafter seek to establish liability against Wells Fargo or seek recovery of any payments or benefits of any sort from Wells Fargo based in whole or in part upon any of the Released Claims, the Bonds, the Litigation, or any other matter within the scope of the Settlement Agreement or the Receivership Action.

12. Wells Fargo is also expressly released and discharged from any and all current and future claims by alleged actual or potential joint tortfeasors premised on contribution, indemnity, or otherwise arising from or relating in any way to the Released Claims, the Bonds, the Litigation, the Receivership Action, or any other matters within the scope of the Settlement

Agreement. All such current and future claims premised on contribution, indemnity, or otherwise are hereby dismissed with prejudice and without costs to any Party.

13. Wells Fargo has expressly released and discharged the Class Release Parties, and each of their agents, attorneys, successor, predecessors, partners, members, managers, investors, consultants, experts, executors, administrators, trustees, heirs and assigns from the Released Claims, including any and all claims arising out of the initiation, prosecution, settlement, or resolution of the Litigation, and all such claims are hereby dismissed with prejudice and without costs to any Party.

14. Any Party may hereafter discover facts other than or different from those that he, she, or it presently knows or believes to be true with respect to the subject matter of the Released Claims, but each Party is hereby deemed to have waived and fully, finally and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent, accrued or unaccrued claim, loss or damage with respect to the Released Claims, the Bonds, the Litigation, the Receivership Action, or any other matter within the scope of the Settlement Agreement, whether or not concealed or hidden, and without regard to the subsequent discovery or existence of such different or additional facts.

15. All claims and matters arising out of or related in any way to the Released Claims, the Bonds, the Litigation, the Receivership Action, or any other matter within the scope of the Settlement Agreement are barred by principles of res judicata, collateral estoppel, and other principles of claim and issue preclusion.

16. No Class Member, either directly, representatively, or in any other capacity, may hereafter commence, continue, or prosecute any claim, action, or proceeding against Wells Fargo in any court or tribunal arising out of or related in any way to any of the Released Claims, the

Bonds, the Litigation, the Receivership Action, or any other matter within the scope of the Settlement Agreement, and all Class Members are hereby permanently enjoined from so proceeding.

17. Nothing in this Final Approval Order or in the Settlement Agreement or its exhibits is or will be deemed or construed to be an admission, concession or evidence of any violation of any statute or law or of any liability or wrongdoing by Wells Fargo.

18. Pursuant to a separate Order entered concurrently herewith, the Court has approved Class Counsel's application for (a) payment of all Settlement Costs incurred since the date of the Preliminary Approval Order, (b) payment of Incentive Awards to each of the three present and former named plaintiffs for their services and expenses in serving as class representatives, and (c) payment of a Fee and Expense Award. The Fee and Expense Award is in full and final satisfaction of all claims for legal and professional fees and expenses (including, without limitation, all litigation costs and expenses, of whatever name or nature, and all consultant and expert witness fees and expenses) ever incurred by or on behalf of Class Counsel, all present and former named plaintiffs in the Litigation, any Class Member or any part of the Settlement Class, and any other claimant or potential claimant arising out of or related in any way to the Released Claims, the Bonds, the Litigation, the Receivership Action, or any other matter within the scope of the Settlement Agreement, including all work performed and all costs and expenses incurred after the date of the Settlement Agreement.

19. Irrespective of the person or entity making the application, or the reason or basis of such application, Wells Fargo will not be responsible or liable for any costs or expenses incurred or fees charged by the Settlement Administrator, Class Counsel, Settlement Class members, or any other person or entity whatsoever arising from or related in any way to the

Released Claims, the Bonds, the Litigation, the Receivership Action, or any other matters within the scope of the Settlement Agreement. Wells Fargo will have no responsibility for, and no liability with respect to, the payment of any Settlement Costs, the Incentive Awards, or the allocation of the Fee and Expense Award among Class Counsel or any other person or entity who may assert any claim thereto.

20. Because the amounts payable to Claimants depend, among other things, on the exact amount awarded and approved by the Court for Settlement Costs, the Fee and Expense Award, and the Incentive Awards, and notwithstanding any other provision of the Settlement Agreement or any related document, court filing, or order of this Court, no Distribution to eligible Claimants will be made until the Settlement Costs, the Fee and Expense Award, the Incentive Awards, and all other claimed costs and expenses approved by the Court have been fully and finally paid or resolved, with no further rights of appeal by any party.

21. The Court hereby grants its final approval to the Distribution Plan in all respects, which is expressly adopted in full by the Court and incorporated by reference herein. Accordingly:

- A. The WF Contribution will consist of (1) Wells Fargo's transfer of its \$6,500,000 cash payment (less its previously-paid Initial Costs Advance) as specified in Paragraph 21.B below, and (2) Wells Fargo's distribution of the Previously Collected Funds as specified in Paragraph 21.K below. The WF Contribution is Wells Fargo's sole obligation under the Settlement Agreement, and it will have no further liability, obligation, or responsibility of any kind to the any present or former named plaintiff, any Class Member, Class Counsel, the Settlement Administrator, or any other person or entity whatsoever with respect to any matter

arising out of or related in any way to the Released Claims, the Bonds, the Litigation, the Receivership Action, or any other matter within the scope of the Settlement Agreement.

- B. Within 30 days after Final Approval as defined in the Settlement Agreement, Wells Fargo will transfer the unpaid remaining balance of its \$6,500,000 cash payment (less the previously-paid Initial Costs Advance) to the Escrow Account.
- C. Also within 30 days after Final Approval as defined in the Settlement Agreement, Class Counsel will transfer the Additional Defendants' Contribution to the Escrow Account.
- D. Within 40 days after Final Approval as defined in the Settlement Agreement, the Settlement Administrator will pay, from the Escrow Account: (1) the Incentive Awards; (2) the Fee and Expense Award; and (3) all unpaid Settlement Costs incurred after entry of the Preliminary Approval Order (including all taxes and tax related expenses, as described in Sec. 10.20 of the Settlement Agreement), all of which are expressly approved without the necessity of further order of this Court. After all such payments have been made, the balance remaining in the Escrow Account will comprise the entire Net Settlement Fund.
- E. In order to be considered for participation in the Distribution by the Settlement Administrator, each and every Class Member who certifies that he, she, or it is a member of the Settlement Class, and elects not to exclude himself, herself, or itself from the Settlement Class, must (a) provide full and accurate responses to all of the information requested by the Proof of Claim Form, (b) sign the Proof of Claim Form, and (c) mail the fully completed and signed Proof of Claim Form to

the Settlement Administrator, postmarked no later than April 21, 2017. Class Members cannot validly submit a Proof of Claim Form (or provide the information required by the Proof of Claim Form) by telephone, facsimile, or email. Proof of Claim Forms bearing a postmark date after the foregoing postmark deadline, or improperly submitted by telephone, facsimile, or email, will be rejected and will not be considered for participation in the Distribution to Claimants.

- F. Class Members who do not submit a Proof of Claim Form, or submit untimely, incomplete, or otherwise invalid Proof of Claim Forms which do not satisfy the requirements of Paragraph 21.E above, will remain bound by all terms of the Settlement Agreement and this Final Approval Order, including without limitation the releases and related covenants included therein and described in Paragraphs 11-16 above.
- G. The Settlement Administrator will review each complete and timely submitted Proof of Claim Form to determine (a) whether it includes all the information required by the form and satisfies all the requirements specified in the Settlement Agreement and Paragraph 21.E above; (b) whether the Claimant satisfies all the eligibility criteria to participate in the Distribution; (c) whether the Claimant is entitled to share in the Distribution as a Current Bondholder or as a Former Bondholder; and (d) the total aggregate face value of each eligible Claimant's qualifying Bonds, if any, based on the preceding determinations and as set forth in the Settlement Agreement and the Distribution Plan. All such decisions made by

the Settlement Administrator will be final, conclusive, and binding, subject only to the following notice, challenge, and review process:

- (1) If the Settlement Administrator does not approve a submitted Proof of Claim Form in its entirety, the Settlement Administrator will mail a written provisional Rejection Notice to each affected Claimant, stating the reasons for the provisional rejection and affording the Claimant an opportunity to remedy any curable deficiencies in such Proof of Claim Form. If a Claimant fails to timely contest a Rejection Notice as provided in subsection (2) below, the Settlement Administrator's provisional rejection will automatically become final and will not be subject to further consideration or review by the Settlement Administrator, Class Counsel, or this Court.
- (2) Any Claimant wishing to contest a Rejection Notice must mail a written Rejection Challenge to the Settlement Administrator, explaining the reasons the Claimant is contesting the Settlement Administrator's provisional rejection and providing all supporting documentation. A Rejection Challenge cannot be submitted by telephone, facsimile, or email, and it must be postmarked no more than twenty (20) days after the Settlement Administrator has mailed the corresponding Rejection Notice. Any Rejection Challenge failing to satisfy these requirements will not be considered by the Settlement Administrator, Class Counsel, or this Court.
- (3) If the Settlement Administrator and a Claimant that has submitted a timely and valid Rejection Challenge cannot amicably resolve a dispute arising

from a Rejection Notice, Class Counsel will thereafter present the dispute to the Court for resolution. Any Claimant that submits a Rejection Challenge will be deemed to have submitted to the exclusive jurisdiction of the Court for purposes of resolving such dispute.

- H. The actions and administrative determinations of the Settlement Administrator in connection with Proof of Claim Forms, including but not limited to its treatment, handling, and disposition of Rejection Notices and Rejection Challenges, will not in any way affect the finality of this Final Approval Order, the dismissal with prejudice of all Claims by all Parties, or the validity, scope, and effective date of the Parties' mutual releases as provided in the Settlement Agreement and Paragraphs 11-16 above.
- I. No later than 90 days after the deadline for Class Members to submit Proof of Claim Forms, Class Counsel will submit an application to the Court, with notice to counsel for Wells Fargo, for a Class Distribution Order (a) approving the Settlement Administrator's administrative determinations concerning the acceptance and rejection of all submitted Proof of Claim Forms (modified, as necessary, by any orders of this Court relating to Rejection Notices and Rejection Challenges); (b) approving payment of all unpaid Settlement Costs incurred since the date this Final Approval Order was entered; and (c) directing the Settlement Administrator to implement its Distribution to eligible Claimants as specified in the proposed Class Distribution Order. The Court's consideration and issuance of the Class Distribution Order, and its handling, treatment, and disposition of Rejection Notices and Rejection Challenges, will not in any way affect the finality

of this Final Approval Order, the dismissal with prejudice of all Claims by all Parties, or the validity, scope, or effective date of the Parties' mutual releases as provided in the Settlement Agreement and Paragraphs 11-16 above.

- J. No later than 90 days after the deadline for Class Members to submit Proof of Claim Forms, counsel for Wells Fargo will submit an application to the Court, with notice to Class Counsel, for a Previously Collected Funds Distribution Order (a) approving Wells Fargo's administrative determinations concerning the allocation of Previously Collected Funds in accordance with the Receivership Order entered by the Court in the Receivership Action, and (b) directing Wells Fargo to distribute the Previously Collected Funds as specified in the proposed Previously Collected Funds Distribution Order. The Court's consideration and issuance of the Previously Collected Funds Distribution Order will not in any way affect the finality of this Final Approval Order, the dismissal with prejudice of all Claims by all Parties, or the validity, scope, or effective date of the Parties' mutual releases as provided in the Settlement Agreement and Paragraphs 11-16 above.
- K. In accordance with the Federal Court's Receivership Order and this Court's Previously Collected Funds Distribution Order, Wells Fargo will distribute the Previously Collected Funds to eligible Current Bondholders no later than 30 days after entry of the Previously Collected Funds Distribution Order.
- L. In accordance with the Settlement Agreement, the Distribution Plan, and this Court's Class Distribution Order, the Settlement Administrator will make its

Distribution to eligible Claimants no later than 30 days after entry of the Class Distribution Order.

- M. The Unclaimed Funds will consist of (a) all Previously Collected Funds distribution checks returned to Wells Fargo or not cashed by eligible Current Bondholders within one hundred eighty (180) days after Wells Fargo mailed them as provided in Paragraph 21.K above, and (b) all Distribution checks returned to the Settlement Administrator or not cashed by eligible Claimants within one hundred eighty (180) days after the Settlement Administrator mailed them as provided in Paragraph 21.L above. The Settlement Administrator may, in its discretion as to feasibility and economic practicability, make such a second Distribution of all Unclaimed Funds by mailing a second series of Distribution checks to those eligible Claimants who received and cashed checks from the first Distribution, allocated in the same manner as the first Distribution. To assist such a potential second Distribution, Wells Fargo will transfer all remaining unclaimed Previously Collected Funds in its possession to the Settlement Administrator no later than two hundred (200) days after Wells Fargo first mailed the Previously Collected Funds distribution checks as provided in Paragraph 21.K above.
- N. If the Settlement Administrator exercises its discretion to make a second Distribution, it will do so in accordance with, and subject to the terms and conditions of, the Settlement Agreement and the Distribution Plan. In that event, the Settlement Administrator will mail the second Distribution checks (comprised of all Unclaimed Funds, from whatever source) to eligible Claimants no later than 210 days after it mailed the first Distribution checks.

- O. If the Settlement Administrator concludes, in its discretion, that a second Distribution to Claimants is not feasible or economically practicable, the Settlement Administrator will instead transfer all Unclaimed Funds to Land of Lincoln Legal Assistance Fund, Inc., an “eligible organization” for the receipt of residual class action common fund monies as provided in 735 ILCS 5/2-807. The transfer of Unclaimed Funds to Land of Lincoln will be completed no later than 240 days after the first Distribution checks were mailed, and regardless of whether or not the Settlement Administrator has exercised its discretion to make a second Distribution as provided in Paragraphs 21.M and 21.N above.
- P. No later than 30 days after the Settlement Administrator has completed its transfer of Unclaimed Funds to Land of Lincoln, Class Counsel and counsel for Wells Fargo will file a joint report with the Court certifying that (1) the distribution of the Net Settlement Fund has been completed, (2) the distribution of the Previously Collected Funds has been completed, and (3) the Parties’ settlement has been fully and finally concluded in accordance with the terms of this Final Approval Order, the Class Distribution Order, and the Previously Collected Funds Distribution Order.
- Q. Except for Wells Fargo’s distribution of the Previously Collected Funds in accordance with the Previously Collected Funds Distribution Order, all distributions from the Gross Settlement Fund, the Net Settlement Fund, and the Escrow Account (including the division, distribution, and use of all monies among Claimants) will be the sole and exclusive responsibility of the Settlement Administrator and Class Counsel.

R. Each Class Member will look solely to the Net Settlement Fund in the Escrow Account and the distribution of the Previously Collected Funds for settlement and satisfaction of all Released Claims. Except as specifically provided in the Settlement Agreement, the Distribution Plan, this Final Approval Order, the Class Distribution Order, and the Previously Collected Funds Distribution Order, no Class Member will have any interest in the Gross Settlement Fund, the Net Settlement Fund, the Escrow Account, the Previously Collected Funds, or any portion thereof.

22. Immediately upon completion of (a) its Distribution of the Previously Collected Funds in accordance with the Previously Collected Funds Distribution Order, and (b) its transfer of the remaining unpaid balance of its \$6,500,000 cash payment as provided in Paragraph 21.B above, the following Indentures of Trust and all related documents, agreements, rights, obligations, and liabilities arising out of or associated in any way with such Indentures will be fully and finally terminated in all respects and for all purposes:

- Trust Indenture dated as of February 1, 1996 between the City of Lawrence, Indiana, as Issuer, and Peoples Bank & Trust Company, as Indenture Trustee, pursuant to which the City of Lawrence, Indiana issued \$5,925,000 in Economic Development Revenue Bonds, Series 1996A, and \$425,000 in Taxable Economic Development Bonds, Series 1996B, to fund the purchase of four nursing homes: Crestview Health Care Center, Rural Health Care Center, and Riley Health Care Center, and Delaware Health Center;
- Trust Indenture dated as of June 1, 1996 between Wisconsin Health and Educational Facilities Authority (“WHEFA”), as Issuer, and Norwest Bank Wisconsin, National Association, as Indenture Trustee, pursuant to which WHEFA issued \$2,700,000 in Revenue Bonds, Series 1996A, and \$230,000 in Taxable Revenue Bonds, Series 1996B, with a total principal value of \$2,930,000, to fund the purchase of Princeton Nursing Home, Inc. d/b/a Sunny View Village Health Center;
- Trust Indenture dated as of October 1, 1996 between WHEFA, as Issuer, and Norwest Bank Wisconsin, National Association, as Indenture Trustee, pursuant to which WHEFA issued \$5,020,000 in Revenue Bonds, Series 1996A, and \$480,000 in Taxable Revenue

Bonds, Series 1996B, with a total principal value of \$5,500,000, to fund the purchase of River's Bend Health & Rehabilitation Center, in Manitowoc, Wisconsin;

- Trust Indenture dated as of February 1, 1997, between WHEFA, as Issuer, and Norwest Bank Wisconsin, National Association, as Indenture Trustee, pursuant to which WHEFA issued \$4,030,000 in Revenue Bonds, Series 1997A, and \$350,000 in Taxable Revenue Bonds, Series 1997B, with a total principal value of \$4,380,000, to fund the purchase of Gillett Nursing Home, Inc. in Gillett, Wisconsin, and Wautoma Care Center, Inc. in Wautoma, Wisconsin;
- Indenture between Economic Development Corporation ("EDC") of the Charter Township of Bangor, Michigan, as Issuer, and Norwest Bank Wisconsin, Milwaukee, Wisconsin, pursuant to which EDC issued \$10,445,000 in Limited Obligation Revenue Bonds, Series 1998A, and \$625,000 in Limited Obligation Taxable Revenue Bonds, Series 1998B, to fund the purchase of Bay Shores Nursing Center;
- Indenture between EDC of the City of Riverview, Michigan and Norwest Bank Wisconsin, Milwaukee, Wisconsin, pursuant to which EDC issued \$3,650,000 in Limited Obligation Revenue Bonds, Series 1998A, and \$215,000 in Limited Obligation Taxable Revenue Bonds, Series 1998B, to fund the purchase of Marian Manor Nursing Care Center; and
- Indenture between EDC of the Charter Township of Redford, Michigan and Norwest Bank Wisconsin, Milwaukee, Wisconsin, pursuant to which EDC issued \$6,095,000 in Limited Obligation Revenue Bonds, Series 1998A, and \$360,000 in Limited Obligation Taxable Revenue Bonds, Series 1998B, to fund the purchase of Cambridge West Nursing Home.

23. The Escrow Account described in the Settlement Agreement will be established and administered under the continuing supervision of this Court. Class Counsel will be responsible for establishing the Escrow Account, and providing timely and accurate wiring instructions to Wells Fargo for wiring the unpaid balance of its \$6,500,000 cash payment (less its previously-paid Initial Costs Advance) as provided in Paragraph 21.B above

24. All disbursements from the Escrow Account (including, without limitation, the payment of all approved Settlement Costs, the Fee and Expense Award, the Incentive Awards, and all aspects of the Settlement Administrator's Distribution, will be the sole and exclusive responsibility of the Settlement Administrator, working in conjunction with Class Counsel. The

Settlement Administrator will discharge all its duties under the supervision of Class Counsel, subject always to the continuing jurisdiction of this Court. Wells Fargo will have no responsibility or liability for any disbursements from the Gross Settlement Fund, the Net Settlement Fund, the Escrow Account, or for any other matter relating to the administration of the settlement, and will have no liability to any person or entity, including without limitation all Class Members, in connection therewith.

25. Without affecting the finality of this Final Approval Order, the Court retains exclusive jurisdiction, and Wells Fargo and each Class Member is hereby deemed to have submitted irrevocably to the exclusive jurisdiction of this Court, for any suit, action, proceeding or dispute arising out of or relating to (a) this Final Approval Order, (b) the Distribution Plan, (c) any Rejection Notice and Rejection Challenge, (d) the Class Distribution Order, (e) the Previously Collected Funds Distribution Order, and (f) the Settlement Agreement and its exhibits, and their respective applicability, interpretation, or enforcement. Without limiting the generality of the foregoing, any dispute concerning the provisions of the Settlement Agreement, including but not limited to any suit, action or proceeding by a Class Member in which the provisions of the Settlement Agreement are asserted as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection, will constitute a suit, action or proceeding arising out of or relating to this Final Approval Order. Solely for purposes of such suit, action or proceeding, to the fullest extent possible under applicable law, the Parties are hereby deemed to have irrevocably waived any claim or objection that they are not subject to the jurisdiction of this Court, or that this Court is, in any way, an improper venue or an inconvenient forum.

26. In the event that the provisions of this Settlement Agreement are asserted by Wells Fargo as a defense in whole or in part to any claim or cause of action or otherwise raised

as an objection in any other suit, action or proceeding by a Class Member, Wells Fargo will be entitled to a stay of that suit, action or proceeding until this Court has entered an order of judgment determining any issues relating to the defense or objection based on such provisions. Solely for purposes of such suit, action or proceeding, to the fullest extent they may effectively do so under applicable law, the Parties are hereby deemed to have irrevocably waived any claim or objection that they are not subject to the jurisdiction of this Court, or that this Court is, in any way, an improper venue or an inconvenient forum.

27. If the Settlement Agreement is terminated for any reason, or if this Final Approval Order is not affirmed in its entirety and without modification for any reason, then this Final Approval Order, the Preliminary Approval Order, and the Settlement Agreement and all its exhibits will be rendered null and void as provided in the Settlement Agreement and in the Preliminary Approval Order, and all orders entered and releases delivered in connection therewith or arising therefrom will be null and void and automatically vacated without further action or order of this Court, as provided by, and in accordance with, the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order.

SO ORDERED, ADJUDGED, and DECREED.

Dated: February 21, 2017



Judge Barbara Crowder