

EXHIBIT B



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July 21, 2011

VIA FACSIMILE

The Honorable Paul S. Diamond
United States District Court for the Eastern District of Pennsylvania
James F. Byrne United States Courthouse
601 Market Street, Room 6613
Philadelphia, Pennsylvania 19107

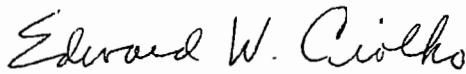
Re: *Liguori v. Wells Fargo*
Case No. 08-cv-00479-PD

Dear Judge Diamond:

We write to inform you that the parties have reached a tentative settlement of this putative class case, subject to Court approval. The parties request that all pending motions be taken off calendar, and the August 2, 2011 hearing be cancelled. The parties plan to have a formal settlement agreement signed and a preliminary approval motion filed in 60 days.

Thank you for your attention to this matter.

Respectfully,


Edward W. Ciolko

EWC/km

cc: Michael J. Steiner, Esq.

EXHIBIT C

Notice Checklist and Plain Language Guide | 2010

Major Checkpoints

- Will notice effectively reach the class?**
The percentage of the class that will be exposed to a notice based on a proposed notice plan can always be calculated by experts. A high percentage (e.g., between 70–95%) can often reasonably be reached by a notice campaign.
- Will the notices come to the attention of the class?**
Notices should be designed using page-layout techniques (e.g., headlines) to command class members' attention when the notices arrive in the mail or appear on the Internet or in printed media.
- Are the notices informative and easy to understand?**
Notices should carry all of the information required by Rule 23 and should be written in clear, concise, easily understood language.
- Are all of the rights and options easy to act upon?**
There should be no unnecessary hurdles that make it difficult for class members to exercise their rights to opt out, object, submit a claim, or make an appearance.

Before Certification/Preliminary Settlement Approval

- Can any manageability problems from notice issues be overcome?**
Consider potential problems in reaching and communicating with class members—e.g., language barriers, class size, geographic scope—and whether a notice plan will be able to overcome such problems.
- Can a high percentage of the proposed class be reached (i.e., exposed to a notice)?**
Consider the breakdown of known and unknown class members, the age of any mailing lists, and the parties' willingness to spend necessary funds to fully reach the class.
- Is it economically viable to adequately notify the class?**
If the cost to reach and inform a high percentage of the class is not justified by a proposed settlement, an opt-out class may not be appropriate. Inability to support proper notice may also be evidence that the settlement is weak.
- Will unknown class members understand that they are included?**
If a well-written notice will leave class members in doubt as to whether they are included, consider whether the class definition, or the class certification, is appropriate.

Upon Certification/Preliminary Settlement Approval

- Do you have a “best practicable” notice plan from a qualified professional?**
A proper notice plan should spell out how notice will be accomplished, and why the proposed methods were selected. If individual notice will not be used to reach everyone, be careful to obtain a first-hand detailed report explaining why not. See “Notice Plan” section below.

Notice Checklist and Plain Language Guide | 2010

- Do you have unbiased evidence supporting the plan's adequacy?***
Be careful if the notice plan was developed by a vendor who submitted a low bid and might have incentives to cut corners or cover up any gaps in the notice program. In order to find the "best practicable" notice as Rule 23 requires, your own expert report may be advisable. This is especially true in the diminished adversarial posture in which settlement places the parties. It is also true at preliminary approval, before outsiders are aware of the proposed notice plan, which itself may limit the parties' awareness, in turn impacting your final approval decision.
- Have plain language forms of notice been created?***
Draft forms of the notices should be developed, in the shape, size, and form in which they will actually be disseminated, for your approval before authorizing notice to the class. See "Notice Documents" below.
- Will a qualified firm disseminate notice and administer response handling?***
There are many experienced firms that compete for administration of notice dissemination and claims and response handling. Appointing a qualified firm is important because errors may require re-notification, drain funds, delay the process, and threaten recognition of your final judgment.

Notice Plan

- Is the notice plan conducive to reaching the demographics of the class?***
The notice plan should include an analysis of the makeup of the class. There may be more women than men; it may skew older; it may be less educated than average. Each audience can be matched with the most efficient and effective methods of notice for reaching those people.
- Is the geographic coverage of the notice plan sufficient?***
Notice for a class action should take steps to reach people wherever they may be located, and also take into account where most class members reside.
 - Is the coverage broad and fair? Does the plan account for mobility?***
Class members choose to live in small towns as well as large cities. Be careful with notice exclusively targeted to large metropolitan newspapers. Class members move frequently (14–17% per year according to the U.S. Census Bureau), so purchasers in one state may now reside in another.
 - Is there an extra effort where the class is highly concentrated?***
Evidence may show that a very large portion of class members reside in a certain state or region, and notice can be focused there, while providing effective, but not as strong, notice elsewhere.
- Does the plan include individual notice?***
If names and addresses are reasonably identifiable, Rule 23(c)(2) requires individual notice. Be careful to look closely at assertions that mailings are not feasible.
 - Did you receive reliable information on whether and how much individual notice can be given?***
Consider an expert review of the information you have been provided regarding the parties ability to give individual notice. The parties may have agreed to submit a plan that does not provide sufficient individual notice in spite of the rule.

Notice Checklist and Plain Language Guide | 2010

- ***Will the parties search for and use all names and addresses they have in their files?***
If the parties suggest that mailings are impracticable, look to distinguish between truly unreasonable searches (e.g., the defendant has nuggets of data that could be matched with third-party lists by a new computer program and several man-years) and situations where a search would be difficult but not unreasonably burdensome (e.g., lists reside directly in the defendant's records but are outdated or expensive to mail to because of the volume). Rule 23 generally requires the latter.
- ***Will outdated addresses be updated before mailing?***
The plan should detail steps to update addresses before mailing, including postal service change-of-address records, and third-party address databases if the list is very old. Watch out for potentially ineffective "last known address" mailings.
- ***Has the accuracy of the mailing list been estimated after updating efforts?***
Look for information that indicates how accurate the mailing addresses will be after the planned address updating effort.
- ***Has the percentage of the class to be reached by mail been calculated?***
The parties should be able to indicate how great a percentage of the overall class will be reached by individual notice, so that the extent of any necessary additional notice can be determined.
- ***Are there plans to re-mail notices that are returned as undeliverable?***
Even after updating addresses before mailing, mail will be returned as undeliverable. Further lookup tactics and sources are often available, and it is reasonable to re-mail these notices.
- ***Will e-mailed notice be used instead of postal mailings?***
If available, parties should use postal mailing addresses, which are generally more effective than e-mail in reaching class members: mail-forwarding services reach movers, and the influx of "SPAM" e-mail messages can cause valid e-mails to go unread. If e-mail will be used—e.g., to active e-mail addresses the defendant currently uses to communicate with class members—be careful to require sophisticated design of the subject line, the sender, and the body of the message, to overcome SPAM filters and ensure readership.
- ☐ ***Will publication efforts combined with mailings reach a high percentage of the class?***
The lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%. A study of recent published decisions showed that the median reach calculation on approved notice plans was 87%.
- ☐ ***Are the reach calculations based on accepted methodology?***
An affiant's qualifications are important here. Reach calculation methodology is commonly practiced in advertising and media-planning disciplines. Claims administrators are often accountants by training and may lack personal knowledge or the training to conduct reach analyses.
- ***Is the net reach calculation thorough, conservative, and not inflated?***
Circulation figures for separate dissemination methods cannot simply be added to determine reach. Total audience must be calculated for each publication and the net must be calculated for a combination of publications. Be sure the reach calculation removes overlap between those people exposed to two or more dissemination methods (e.g., a person who receives a mailing may also be exposed to the notice in a publication).

Notice Checklist and Plain Language Guide | 2010

- ***Do the reach calculations omit speculative reach that only might occur?***
Watch for estimated reach calculations that are based in part on speculative notice that might occur, e.g., news coverage about the lawsuit or settlement. Often, these news articles do not ultimately explain class members' rights, and the content is not in the court's control.
- ***Is any Internet advertising being measured properly?***
Audiences of Internet websites are measured by "impressions." Total, or "gross," impressions of the entire website do not reveal how many people will view the notice "ad" appearing periodically on a particular page. Inflated audience data via Internet ads is common. It is very expensive to reach a significant percentage of a mass audience with Internet banner ads. Watch for suggestions that Internet ads and social network usage can replace all other methods. Reach, awareness, and claims will likely be very low when such a program is complete.
- ***Is non-English notice necessary?***
Consider the demographics of the class to determine whether notice is necessary in Spanish or another language. The number of class members whose native language is not English should guide you on whether to actively disseminate notice in other languages, or to simply make foreign language notices available at a website.
- ***Does the notice plan allow enough time to act on rights after notice exposure?***
Class members need time to receive a notice by mail or in a publication. A minimum of 30 days is necessary from completed dissemination before deadlines, with 60–90 days preferred. This allows for re-mailings, fulfillment of requests for more information, and consideration of rights and options.
- ***Will key documents be available at a neutral website?***
Class members should have access to information beyond the notice. Besides the summary notice and detailed notice (following the FJC examples at www.fjc.gov), it is reasonable to post the following documents at a neutral administrator's website dedicated to the case: the plaintiffs' complaint, the defendants' answer, your class-certification decision (in the event of a class certified for trial), and the settlement agreement and claim form (in the event of a settlement). Other orders, such as your rulings on motions to dismiss or for summary judgment, should ordinarily be made available as well.
- ***Can the class get answers from a trained administrator or from class counsel?***
Even the best notice will generate questions from class members. An toll-free number call center, an interactive website staffed by trained administrators, and class counsel who are accessible to the people they represent are reasonable steps to help class members make informed decisions.

Notice Documents (also see Plain Language Notice Guide, below)

- ***Have you approved all of the forms of the notices?***
Before authorizing the parties to begin disseminating notices, you should ask for and approve all forms of notice that will be used. This includes a detailed notice; a summary notice; and information that will appear at the website and in any other form, such as an Internet banner, TV notice, and radio notice. See www.fjc.gov for illustrative notice forms for various cases. It is best to see and approve the forms of notice the way they will disseminated, in their actual sizes and designs.

Notice Checklist and Plain Language Guide | 2010

- Are the notices designed to come to the attention of the class?***
The FJC's illustrative notices, as also described in the accompanying "*Plain Language Notice Guide*," explain how to be sure the notices are "noticed" by the casual-reading class member. With "junk mail" on the rise, and the clutter of advertising in publications, legal notices must stand out with design features long-known to communications pros.
 - Does the outside of the mailing avoid a "junk mail" appearance?***
Notices can be discarded unopened by class members who think the notices are junk mail. A good notice starts with the envelope design, examples of which are at www.fjc.gov.
 - Do the notices stand out as important, relevant, and reader-friendly?***
It is important to capture attention with a prominent headline (like a newspaper article does). This signals who should read the notice and why it is important. The overall layout of the notice will dictate whether busy class members will take time to read the notice and learn of their rights.
- Are the notices written in clear, concise, easily understood language?***
Required by Rule 23 since 2003, it is also simply good practice to recognize that communicating legal information to laypeople is hard to do.
- Do the notices contain sufficient information for a class member to make an informed decision?***
Consider the amount of information provided in the notice. Watch for omission of information that the lawyers may wish to obscure (such as the fee request) but that affects class members nonetheless.
- Do the notices include the Rule 23 elements? Even the summary notice?***
Summary notices, whether mailed or published, encourage readership, and the FJC illustrative notices show that even summary notices can include all elements required by Rule 23(c)(2)(B). But an overly short summary notice, one that mostly points interested readers to a detailed notice, can result in most class members (who read only the summary notice) being unaware of basic rights.
- Have the parties used or considered using graphics in the notices?***
Depending on the class definition or the claims in the case, a picture or diagram may help class self-identify as members, or otherwise determine whether they are included.
- Does the notice avoid redundancy and avoid details that only lawyers care about?***
It is tempting to include "everything and the kitchen sink" in the detailed notice. Although dense notices may appear to provide a stronger binding effect by disclosing all possible information, they may actually reduce effectiveness. When excess information is included, reader burnout results, the information is not communicated at all, and claims are largely deterred.
- Is the notice in "Q&A" format? Are key topics included in logical order?***
The FJC illustrative notices take the form of answers to common questions that class members have in class action cases. This format, and a logical ordering of the important topics (taking care to include all relevant topics) makes for a better communication with the class.
- Are there no burdensome hurdles in the way of responding and exercising rights?***
Watch for notice language that restricts the free exercise of rights, such as onerous requirements to submit a "satisfactory" objection or opt-out request.

Notice Checklist and Plain Language Guide | 2010

Is the size of the notice sufficient?

Consider the balance between cost efficiency and effectiveness. A smaller publication notice will save money, but too small and it will not afford room for a noticeable headline, will not fit necessary information, and will not be readable if using fine print.

Claims Process

Is a claims process actually necessary?

In too many cases, the parties may negotiate a claims process which serves as a choke on the total amount paid to class members. When the defendant already holds information that would allow at least some claims to be paid automatically, those claims should be paid directly without requiring claim forms.

Does the claims process avoid steps that deliberately filter valid claims?

Close attention to the nature of a necessary claims process may help eliminate onerous features that reduce claims by making claiming more inconvenient.

Are the claim form questions reasonable, and are the proofs sought readily available to the class member?

Watch for situations where class members are required to produce documents or proof that they are unlikely to have access to or to have retained. A low claims rate resulting from such unreasonable requirements may mean that your eventual fairness decision will overstate the value of the settlement to the class and give plaintiff attorneys credit for a greater class benefit than actually achieved.

Is the claim form as short as possible?

A long, daunting claim form is more likely to be discarded or put aside and forgotten by recipients. Avoid replicating notice language or injecting legalistic terminology into the claim form which will deter response and confuse class members.

Is the claim form well-designed with clear and prominent information?

Consider whether the claim form has simple, clearly worded instructions and questions, all presented in an inviting design. The deadlines and phone numbers for questions should be prominent.

Have you considered adding an online submission option to increase claims?

As with many things, convenience is of utmost importance when it comes to claims rates. Today, many class members expect the convenience of one-click submission of claims. Technology allows it, even including an electronic signature. Claim forms should also be sent with the notice, or published in a notice, because many will find immediate response more convenient than going to a website.

Have you appointed a qualified firm to process the claims?

You will want to be sure that the claims administrator will perform all "best practice" functions and has not sacrificed quality in order to provide a low price to win the administration business.

Notice Checklist and Plain Language Guide | 2010

- Are there sufficient safeguards in place to deter waste, fraud, and/or abuse?***
The claims process, the claim form itself, and the claims administrator all play roles in ensuring that approved claims are valid claims, so that payments go to class members who meet the criteria. Closely monitoring the process, perhaps through a special master—or at least by requiring the parties to file full reports of claims made—is a good idea.

After Notice/Before Trial or Final Settlement Approval

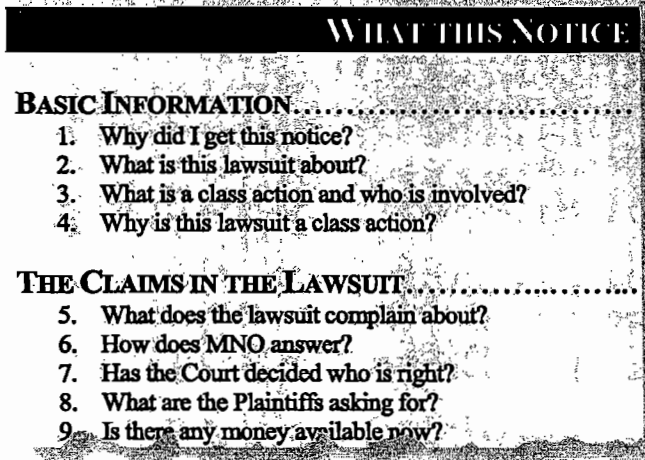
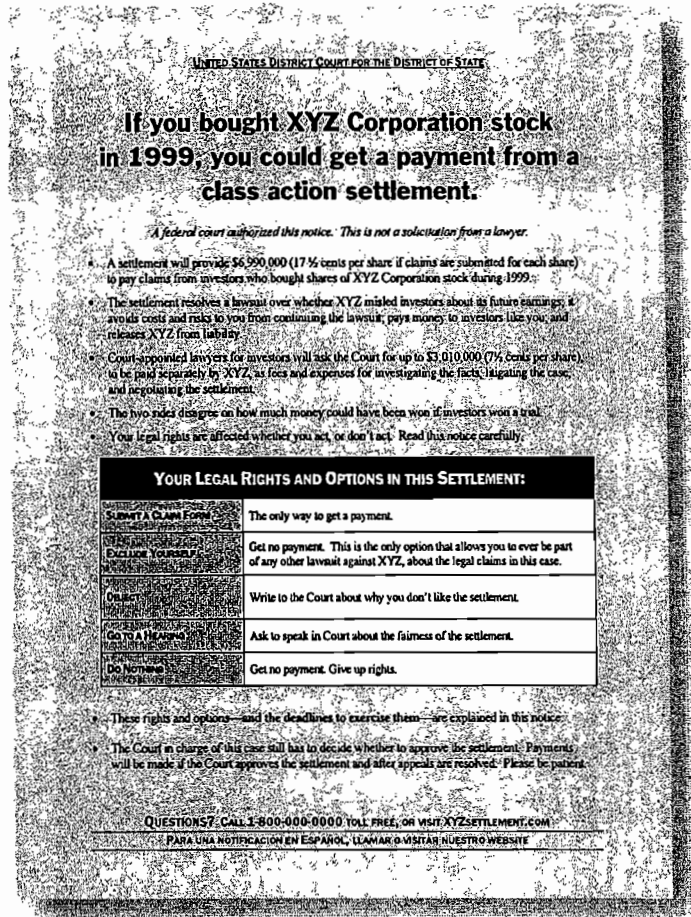
- Did the notice plan achieve what it promised?***
Look for evidence that the notice plan reached the class members as well as anticipated.
- What is the reaction of the class?***
You will want to look at the number and nature of any objections, as well as the number of opt-outs and claims. Special note: waiting for the claims deadline to expire before deciding on final approval ensures that you can look at a full picture of the fairness of the settlement. By so doing you will be able to judge the actual value of the settlement to the class and calculate attorney fees in relation to that value.
- Have you made sufficient findings in the record?***
Consider, based on the evidence, making detailed findings so as to inhibit appellate review or to withstand a subsequent collateral review of your judgment.
- Is any subsequent claims-only notice necessary?***
If you find the settlement fair, reasonable, and adequate, but the number of claims is low, you may consider additional notice to the class after final approval.

Federal Judicial Center Plain Language Notice Guide

“Thumbnail” representations of illustrative notices at www.fjc.gov (click on “Class Action Notices Page”)

Detailed Notice—First Page

- Page one is an overall summary of the notice. The objective is to use the fewest words to say the most. It is a snapshot of the case, of the reasons for the notice, and of the rights that class members have.
- The court’s name at the top conveys the importance of the notice.
- A headline in a large font captures attention. It conveys what the notice is about and who is included, and it suggests a benefit to reading the entire notice.
- The words in italics below the headline communicate the official nature of the notice and provide a contrast from a lawyer’s solicitation. Be sure to avoid a traditional legalistic case caption.
- Short bullet points highlight the nature of the case and the purpose of the notice. Bullet points also communicate who is included, the benefits available (if it is a settlement), and steps to be taken—identifying deadlines to observe. The first page should pique class members’ interest and encourage them to read the entire notice.
- The table of rights explains the options available. These are deliberately blunt. Be careful to avoid redundancy with the information inside the notice.
- The first page should prominently display a phone number, e-mail address, or website where the class can obtain answers to questions.
- If appropriate for the class, include a non-English (e.g., Spanish) language note about the availability of a copy of the notice in that language.



Detailed Notice—Table of Contents

- Organize the topics into different sections and place the information in a logical order.
- A “Q&A” or “Answers to Common Questions” format helps class members find the information that is important to their decision-making process.
- Customize the topics to the facts of the case, but keep the overall notice short: 8–11 pages should be plenty even for complex matters.
- Don’t avoid obvious questions (or answers) that class members will have.

Federal Judicial Center Plain Language Notice Guide

– “Thumbnail” representations of illustrative notices at www.fjc.gov (click on “Class Action Notices Page”)

Outside of Mailing

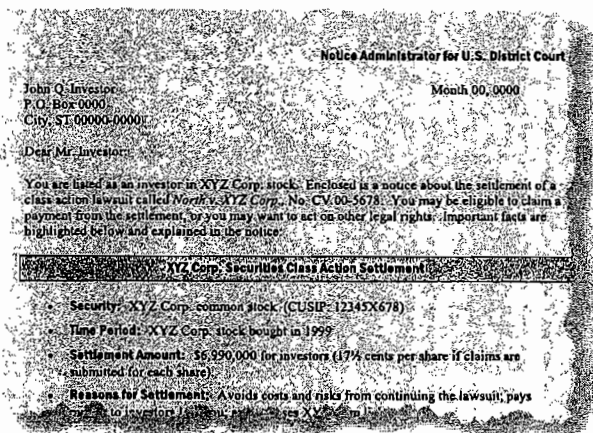
- Design the notice to make it distinguishable from “junk mail.”
- A reference to the court’s name (at the administrator’s address) ensures that the class recognizes the notice’s legitimacy.
- “Call-outs” on the front and back encourage the recipient to open and read the notice when it arrives with other mail.

Notice Administrator for U.S. District Court
P.O. Box 00000
City, ST 00000-0000

Notice to those who bought XYZ Corp. Stock in 1999.

Jané Q. Class Member
123 Anywhere Street
Anytown, ST 12345-1234

- The call-out on the front (shown on example above) identifies what the notice is about and who is affected. On the back you may highlight the settlement benefits, or the rights involved.
- Use these techniques even if the mailed notice is designed as a self-mailer, i.e., a foldover with no envelope.



Cover Letter (when compliance with PSLRA is needed)

- Identify the court’s administrator as the sender—this conveys legitimacy.
- The content should be very short. Remember that this is not the notice.
- A reference in bold type to the security involved flags the relevance of the letter.
- The bullet points track each PSLRA cover letter requirement. Avoid lengthy explanations that are redundant with the notice. Be blunt for clarity.
- The content in the FJC’s PSLRA cover letter can simply be customized for the case at hand. The design encourages interest, reading, and action.

EXHIBIT D

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

MARY ALSTON, KEVIN COLLIER and
KIMBERLY DRUKER

Plaintiffs,

vs.

COUNTRYWIDE FINANCIAL
CORPORATION, COUNTRYWIDE HOME
LOANS INC. and BALBOA REINSURANCE
COMPANY,

Defendants.

CIVIL ACTION
NO. 2:07-cv-03508-JS

[PROPOSED] PLAN OF ALLOCATION

1. Definitions

A. Except as indicated in this Plan of Allocation, the capitalized terms used herein shall have the meanings ascribed to them in the Settlement Agreement (the “Agreement”).

B. “Administrative Costs” means any and all costs and expenses incurred by Named Plaintiffs or Plaintiffs’ Counsel in connection with administering the Settlement and consummating the terms of the Agreement, including, but not limited to, the fees and expenses of the Escrow Agent and/or Settlement Administrator and payment of any taxes incurred by the Settlement Fund and any and all other costs in connection with consummating the terms of the Agreement, including the costs of all notices described in the Agreement.

C. “Class” means all borrowers with residential mortgage loans closed on or after December 22, 2005 through December 31, 2008 that were reinsured by Balboa or its subsidiaries, excluding borrowers with residential mortgage loans originated by CHL’s

Correspondent Lending Division or otherwise purchased on the secondary market.

D. “Class Member” means a member of the Class. When more than one person is or was obligated on a Reinsured Loan, each of those persons shall be treated as only one Class Member for the purpose of distribution of the Settlement.

E. “Net Settlement Amount” means the Settlement Fund, less: (1) the Administrative Costs; (2) the costs of the Class Notice that the Court approves for payment from the Settlement Fund; (3) any Case Contribution Awards that the Court approves for payment from the Settlement Fund pursuant to Section 1.05 of the Agreement; (4) Court-approved attorneys’ fees and expenses; and (5) such other deductions and payments from the Settlement Fund as the Court may allow.

F. “Reinsured Loan” means a mortgage loan reinsured by Balboa on which a Class Member is or was an obligor.

G. “Settlement Administrator” shall mean a third-party vendor, designated by Lead Class Counsel with the consent of Defendants, which shall administer the Settlement.

2. Notice

A. Pursuant to and in full compliance with Rule 23 of the Federal Rules of Civil Procedure, this Court hereby finds and concludes that due and adequate notice was directed to all Persons who are Class Members who could be identified with reasonable effort, advising them of the Plan of Allocation and of their right to object thereto, and that a full and fair opportunity was accorded to all of the Class Members to be heard with respect to the Plan of Allocation.

3. Calculation of Allocation

A. For each Reinsured Loan, the Settlement Administrator, with information and aid from Defendants’ and Plaintiffs’ counsel, shall determine the Settlement Payments as follows:

(i) Aggregate the total number of monthly payments for Private Mortgage Insurance ("PMI") made by the Class ("PMI Aggregate") prior to Preliminary Approval;

(ii) Divide the PMI Aggregate by the total Net Settlement Amount;

(iii) Arrive at the "Per Month" amount.

C. The Settlement Administrator shall then multiply the Per Month amount by the number of months PMI was paid for each Reinsured Loan in order to arrive at each Reinsured Loan's Settlement Payment.

4. Distribution of the Allocated Amounts

A. Within forty-five (45) days following the Effective Date, the Settlement Administrator shall prepare a Distribution List. On it shall be the Class Member List prepared under Section 4.04(b) of the Agreement, (i) with names omitted where the Class Notice to such Class Member was returned by the Postal Service and not successfully redelivered or the Class Member was a Successful Opt-Out and (ii) with names omitted to reflect the resolution of disputed opt-outs or purported opt-outs under Section 1.39 of the Agreement.

B. The persons on the Distribution List shall be the Participating Class Members. The preliminary Distribution List shall be provided to Defendants with five (5) business days of its preparation. The Distribution List shall be amended by the Settlement Administrator from time to time as information becomes available. It shall be the complete list of all Participating Class Members who will be provided the Settlement Payments, unless otherwise ordered by the Court or agreed to by the Parties or unless otherwise required in the Agreement.

C. Settlement Payments to Participating Class Members.

Within seventy-five (75) days of the Effective Date, the Settlement Administrator shall mail to every Participating Class Member a check in the amount of the Settlement Payment to which the

Class Member is entitled hereunder to the Participating Class Member's Last Known Address. In the event there are multiple Class Members listed as obligors to a Reinsured Loan entitled to a Settlement Payment and there are multiple addresses listed for those Participating Class Members, the check shall be mailed the address associated with the Reinsured Loan.

D. Sixty (60) days following mailing of checks to Participating Class Members, the Settlement Administrator will mail a postcard to the Participating Class Members reminding each of the Settlement distribution, upcoming "stale" date for the checks and providing contact information for the Settlement Administrator should any Participating Class Member need to request a check reissue.

E. Aside from a lost, discarded or destroyed check replaced by Defendants, the Settlement Administrator shall not be permitted to make multiple payments of the Settlement Payments to co-borrowers who are entitled to relief under this Agreement on account of the same Reinsured Loan, but, in such cases, shall make only one Settlement Payment jointly to all such co-borrowers. Defendants or Named Plaintiffs' or their respective counsel shall have no liability to any co-borrower arising from any claim regarding the division of such funds among co-borrowers. A Class Member (joint or several) with two or more Reinsured Loans shall be entitled to separate Settlement Payments under the Agreement.

F. All Settlement Payment checks issued pursuant to the Agreement shall be void if not negotiated within one hundred twenty (120) days of their date of issue, and shall contain a legend to such effect. Checks that are not negotiated within one hundred twenty (120) days of their issue date shall not be reissued and no person shall have any rights to the funds. In the event that a Settlement Payment check is not cashed by a participating Class Member within one hundred twenty (120) days and that Class Member's loan is still actively serviced by Bank of

America Home Loans Servicing, LP, Defendants shall cause a credit in the same amount as the Settlement Payment to be applied to the principal balance of the Class Member's loan.

5. Qualifications and Continuing Jurisdiction

A. Depending on the manner in which the data is kept and the ease with which it can be manipulated, it may be appropriate to simplify some of the features of these calculations. Such simplifications are acceptable as long as the following feature of the distribution of the Net Settlement Amount is preserved: that each Class Member receives a proportionate share of the Net Settlement Amount based approximately on the number of PMI payments made during the Class Period with regard to a Reinsured Loan. Any such changes will be presented to the Court for approval pursuant to Section 5.B below.

B. The Court will retain jurisdiction over the Plan of Allocation to the extent necessary to ensure that it is fully and fairly implemented.

SO ORDERED this __ day of _____, 2011.

Honorable Juan R. Sanchez
United States District Judge