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11 *Attorneys for Plaintiffs*
12 *and the Proposed Class*

13 UNITED STATES DISTRICT COURT
14 NORTHERN DISTRICT OF CALIFORNIA
15 OAKLAND DIVISION

16 MAUDER and ALICE CHAO;
17 DEOGENESO and GLORINA PALUGOD;
and MARITZA PINEL, individually and on
18 behalf of all others similarly situated,

19 Plaintiffs,

20 vs.

21 AURORA LOAN SERVICES, LLC,

22 Defendant.

Case No.: CV-10-3118-SBA

CLASS ACTION

DECLARATION OF PLAINTIFF DEOGENESO
PALUGOD

Date: January 13, 2015

Time: 1:00 p.m.

Place: Courtroom 210

Judge: Hon. Sandra B. Armstrong

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1 I, Deogeneso Palugod, hereby declare as follows:

2 1. This declaration is based upon my personal knowledge.

3 2. I am a named plaintiff and class representatives in the above referenced action.

4 3. My wife and I initiated this case because we felt that Defendant Aurora Loan
5 Services, LLC (“Aurora”), my mortgage servicer, provided us with an illusory and unconscionable
6 “Workout Agreement,” which appeared to offer hope of a loan modification, but in truth and fact
7 was merely a ruse through which Aurora duped us into paying it tens of thousands of dollars
8 immediately before losing our home to foreclosure.

9 4. My wife’s declaration details our interactions with Aurora, so I will not repeat those
10 here.

11 5. My wife and I decided to serve as class representatives because we felt that we were
12 mistreated by Aurora and that this would likely be the only way that we could recover money that
13 Aurora duped us into paying for the illusory promises of avoiding the foreclosure.

14 6. Based on my communications with my attorneys, and our written agreement, I
15 understood and agreed that my duty as a class representative was to represent the interests of the
16 Class as a whole, and that I could receive no special treatment compared to other Class members. I
17 was generally informed of the possibility that I could receive a modest extra award (a “service
18 award”) for my efforts and initiative as class representative if the case was successful and the judge
19 determined it was appropriate, but I was never promised anything and no particular dollar amount
20 was discussed. I understood it would be a modest amount and would depend on how the case
21 proceeded. I never asked for, was offered, or expected anything in this regard, except fair and
22 customary treatment.

23 7. I agreed to the proposed settlement based on the high dollar amount recovered and
24 the advice of my attorneys, which included information about the proportion of potential damages
25 that it recovered, their efforts to obtain it, and the like. I was never pressured to agree to the
26 settlement if I did not think it was right. My motivation to sign the Settlement Agreement had
27 nothing to do with the possibility of a service award. I understood I had the right to support, object
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1 to, or comment upon the proposed settlement without affecting the possibility of a service award. I
2 am satisfied by the settlement, I believe it sends an important message, and I am proud to have
3 played a role in achieving this outcome. I am particularly pleased that Aurora is out of business and
4 will not continue its unfair practices. My support for the settlement is in no way contingent on
5 whether the Court elects to grant me a service award.

6 8. I would, of course, appreciate and accept any extra award that the Court deems fair
7 and appropriate for the time and effort I spent on this case. I do believe that I showed initiative and
8 took on risk in bringing this case for the benefit of the larger class of persons affected by Aurora's
9 illusory and unconscionable "Workout Agreements". Getting involved in a lawsuit with a huge
10 company like Aurora is inherently risky even in the hands of good lawyers, and engaging the
11 lawyers had risks of its own as I barely knew them when the case began. I did not take lightly the
12 fact that I would be suing my loan servicer, which had foreclosed and taken away my home. But I
13 really wanted to step up and do something about what I perceived as unfair policies and practices.
14 In taking on the role of class representative, I was fully committed to seeing the case through,
15 knowing that it could involve a substantial investment of time and subject me to rigorous personal
16 examination and other potential legal ramifications that I really had no way of assessing.

17 9. I understand that the Court also considers the extent of my activities in support of
18 the litigation in considering an appropriate incentive award, so I recite them to the best of my
19 ability as follows: I believe I met with Mr. Oldham in person a total of 10-20 times over the course
20 of the case, and also communicated routinely with him and/or Mr. Loeser by phone and email.
21 After the first meeting, I assisted my wife in the process of gathering loan related documents for
22 their review. I recall spending significant time going over these documents and other facts with the
23 lawyers as they prepared the case. The significant legal documents I reviewed and discussed with
24 my attorneys over the course of the case included the agreement I entered with the attorneys,
25 (which included a description of my rights and responsibilities as a class representative), the
26 complaint they prepared to initiate this action, motions to dismiss our case and our responses to
27 those motions, a second "consolidated" complaint that joined our case with another case, motions

1 to dismiss the consolidated complaint and responses to those motions, our certification motions, the
2 settlement agreement that I eventually signed, the class notice, and this declaration. I was also
3 required to prepare for and have my deposition taken. It took several days to prepare for and attend
4 the deposition in Berkeley. I also attended the settlement conference in San Francisco. In
5 connection with each event, I engaged with my attorneys by telephone and email as necessary to
6 ensure I understood what was going on and any decisions I was making or actions I was
7 authorizing. I otherwise communicated with my attorneys regarding the case status from time to
8 time, including over the course of the mediation that led to the settlement.

9 I declare under penalty of perjury that the foregoing is true and correct.

10 Dated: November 14, 2014

/s/ Deogeneso Palugod

Deogeneso Palugod

