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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; DEOGENESO
and GLORINA PALUGOD, and MARITZA
17 PINEL, individually and on behalf of all others
similarly situated,

18 Plaintiffs,

19 v.

20 AURORA LOAN SERVICES, LLC,

21 Defendant.

No. 10-cv-03118-SBA

22 **DECLARATION OF THOMAS E.
LOESER IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

23 Date: January 13, 2015

24 Time: 1:00 p.m.

25 Place: Courtroom 210

26 Judge: Hon. Sandra B. Armstrong

1 I, Thomas E. Loeser, hereby declare pursuant to 28 U.S.C. § 1746 that the following is true
2 and correct:

3 1. I am a Partner at Hagens Berman Sobol Shapiro LLC (“Hagens Berman”), and one of
4 Plaintiffs’ Counsel in the above-captioned litigation. I submit this Declaration in support of
5 Plaintiffs’ Motion for Final Approval of Class Action Settlement.

6 2. On November 14, 2014, Class Counsel separately filed the Motion for Attorneys’
7 Fees and Service Award and sent it to the Settlement Administrator for it to be posted on the
8 settlement website so that it was publicly accessible.

9 3. Each of the representative plaintiffs made all the payments required under the SFA,
10 did not get a loan modification, repayment plan or HAMP plan, and were foreclosed upon.

11 4. The representative plaintiffs have no conflicts with the settlement class. Their
12 interests are well aligned because they have no actual conflicts and seek the same relief for the same
13 legal injury.

14 5. Class Counsel have no conflicts with the settlement class. Their interests were well
15 aligned with those of the class because they were representing them on a contingency basis and seek
16 a percentage of the cash recovery.

17 6. Here, the planned allocation is reasonable because its design and effect is to (1)
18 provide all Class Members with shares of the settlement fund that are proportionate to their damages
19 claims to the extent possible, and (2) maximize the distribution to the settlement class.

20 7. Attached hereto as Exhibit A is a list setting forth the amount of each Class member’s
21 Rosenthal Act Settlement Damages, Restitution Settlement damages and total damages. For privacy
22 reasons, only the last name and loan numbers are set forth on the publicly filed list. The Claims
23 Administrator has been provided an unredacted version of the spreadsheet, which can also be
24 provided for in camera review, should the court so desire.

25 The foregoing is declared to be true under the penalty of perjury.

26 Dated: December 30, 2014

/s/ Thomas E. Loeser

27 Thomas E. Loeser