

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT INDEPENDENCE

JOYCE W. AND LUKE SHOKERE
AND MICHAEL D. MAYO,

Plaintiffs,

vs.

RESIDENTIAL FUNDING COMPANY, LLC
AND GMAC MORTGAGE, LLC,

Defendants.

Case No. 1116-CV30478

Division 15

FILED-CIRCUIT COURT
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FINAL JUDGMENT

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The settlement of the claims of the RFC Settlement Class on the terms set forth in the parties' Settlement Agreement and Release ("Agreement"), dated October 1, 2011, is approved, and the following settlement class is granted final certification for settlement purposes under Mo. Rule 52.08:

All persons who obtained a "Second Mortgage Loan," as defined in Mo.Rev.Stat. § 408.231.1, that was secured by a mortgage or a deed of trust on residential real property located in the state of Missouri, and that:

- (1) was made by FirstPlus Bank (f/k/a Citizens Thrift and Loan Association) on or after May 16, 1994 and was thereafter purchased by, assigned to, serviced by or master serviced by Residential Funding Company, LLC (f/k/a Residential Funding Corporation); or
- (2) was purchased by or assigned to UBS Real Estate Securities, Inc. and either closed on or after June 20, 2002, or was a loan for which interest was paid on or after June 20, 2002, and which was thereafter purchased by, assigned to, serviced by or master serviced by Residential Funding Company, LLC (f/k/a Residential Funding Corporation) or GMAC Mortgage, LLC (formerly GMAC Mortgage Corporation).

(the "RFC Settlement Class").

2. Individual notice complying with Mo. Rule 52.08 was sent to the last-known address of each member of the RFC Settlement Class as identified on Exhibit E to the Agreement as warranted by RFC. The Court finds that no members of the RFC Settlement Class excluded themselves from the Settlement, that all members of the RFC Settlement Class are RFC Settlement Class Members, and that all such RFC Settlement Class Members are bound by this Final Judgment.

3. The Litigation and the claims as asserted herein are dismissed on the merits and 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*, dated this same date (the "Final Approval Order"), without costs to any party except as provided in the Final Approval Order. As provided in both the Agreement and Final Approval Order, the dismissal of the Litigation and the claims asserted therein shall in no way stay, bar, preclude, abate or otherwise operate as a dismissal, release, discharge or other adjudication of the claims of the Named Plaintiffs or the RFC Settlement Class Members (or the "Non-RFC Plaintiff Borrowers" as defined in the Agreement) against any person, association or entity other than the Settling Defendants and the "Released Persons" as defined in Paragraph 2.19 of the Agreement including, without limitation, the claims currently asserted pursuant to the Missouri Second Mortgage Loans Act, §§ 408.231-408.241 RSMo, against any person, association or entity named or to be named as a defendant in either of the following lawsuits pending before the United States District Court for the Western District of Missouri, Western Division, styled *DeAnthony Thomas, et al., v. U.S. Bank National Association, N.D.*, Case No. 5:11-cv-06013-SOW and *Michael D. Mayo v. GMAC Mortgage, LLC, et al.*, Case No. 4:08-cv-00568-W-DGK,

other than the Settling Defendants and other "Released Persons" as defined in Paragraph 2.19 of the Agreement.

4. The Named Plaintiffs and all members of the RFC Settlement Class shall be bound by the Releases provided in Paragraph 6 of the Agreement, as no class members excluded themselves from the Settlement Class.

5. Subject to Paragraph 13(c) of the Final Approval Order, the Releasers, as defined in Paragraph 2.18 of the Agreement, are permanently barred and enjoined from asserting, commencing, prosecuting or continuing any of the Released Claims, as defined in Paragraph 2.20 of the Agreement, against the Released Persons, as defined in Paragraph 2.19 of the Agreement.

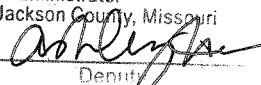
6. The Court will retain continuing jurisdiction over this Litigation and each of the matters set forth in paragraph 13 of the Final Approval Order for the purposes set forth in the Final Approval Order.

7. Unless otherwise provided herein, all capitalized terms in this Order shall have the same meaning as those terms in the Agreement.

Dated: 3/12/12



CIRCUIT COURT JUDGE

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.
Teresa L. York
Court Administrator
Circuit Court of Jackson County, Missouri
3/12 By 
Deputy