



COPY

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ORIGINAL FILED

FEB 09 2011

**LOS ANGELES
SUPERIOR COURT**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

**THE PEOPLE OF THE STATE OF
CALIFORNIA,**

Plaintiff,

v.

**COUNTRYWIDE FINANCIAL
CORPORATION, ANGELO MOZILO, AND
DAVID SAMBOL, ET AL.,**

Defendants.

Case No. LC081846

~~PROPOSED~~ **STIPULATED
JUDGMENT BETWEEN PLAINTIFF
THE PEOPLE OF THE STATE OF
CALIFORNIA AND DEFENDANTS
DAVID SAMBOL AND ANGELO
MOZILO**

Plaintiff, the People of the State of California, appearing through its attorney, Edmund G. Brown Jr., Attorney General of the State of California, by Benjamin G. Diehl, Deputy Attorney General and Defendants Angelo Mozilo, appearing through his attorneys, Irell and Manella, LLP, by David Siegel, Esq. and David Sambol, appearing through his attorneys Orrick, Herrington, and Sutcliffe, LLP, by Walter F. Brown, Jr., Esq. (together "Defendants"), have stipulated to the entry of this Stipulated Judgment (Judgment).

This Judgment is entered without taking any proof and without trial or adjudication of any issue of law or fact and does not constitute evidence of or an admission by Defendants regarding any issue of law or fact. Mr. Mozilo and Mr. Sambol deny and continue to deny the allegations

**STIPULATED JUDGMENT BETWEEN PLAINTIFF AND DEFENDANTS
DAVID SAMBOL AND ANGELO MOZILO (LC081846)**

1 set forth in Plaintiff's Second Amended Complaint and deny and continue to deny that they have
2 violated the law in any way. This Judgment and the Stipulation for Entry of Judgment constitute
3 the complete, final, and exclusive agreement between the parties and supersede any prior written
4 or oral agreements between the parties.

5 Therefore, the parties, having waived their rights of appeal and having approved this
6 Judgment as to form and content:

7 **IT IS HEREBY ORDERED THAT:**

8 1. This Court has jurisdiction over the parties to and the subject matter of this action,
9 and venue is proper in this Court.

10 2. Pursuant to California Business and Professions Code sections 17203 and 17535,
11 Defendants are permanently enjoined and restrained from engaging in conduct that violates
12 California Business and Professions Code sections 17200 and 17500.

13 3. Plaintiff and Defendants acknowledge that this Judgment has been presented to
14 Countrywide Financial Corporation ("CFC") and that CFC has agreed to fully and completely
15 indemnify Defendants for the amounts payable under this Judgment. Payments by Defendants of
16 the settlement amounts under this Judgment shall be made within the later of 30 days of notice
17 this Judgment is entered, or within 5 business days of the date that CFC makes payment to
18 Defendants pursuant to its indemnification obligations. Defendants will use best efforts to obtain
19 payment under their indemnification request within 30 days of the date on which this judgment is
20 entered.

21 4. Pursuant to the terms of paragraph 3 above, Defendants shall cause to be paid to the
22 Office of the Attorney General the sum of one million, three hundred and fifty thousand dollars
23 (\$1,350,000) as costs of the investigation, attorneys' fees, and other expenses related to the
24 investigation and resolution of this case. This payment shall be designated for the exclusive use
25 of the Office of the Attorney General for the investigation and prosecution of consumer
26 protection matters, and for consumer education and outreach.

27 5. Pursuant to the terms of paragraph 3 above, Defendants shall additionally cause to be
28 paid to the Office of the Attorney General the sum of five million, two hundred thousand dollars

1 (\$5,200,000) for the creation in the Office of the Attorney General of a Foreclosure Crisis
2 Recovery Fund (the "Fund"). The following conditions govern the disbursement of funds from
3 the Fund:

4 (a) The Office of the Attorney General shall create a cy pres account upon
5 receipt of the \$5.2 million dollars, to establish the Fund.

6 (b) The Fund is established to allow the Office of the Attorney General and
7 other authorized agencies to have access to funds to support activities directed
8 towards combating the effects of high foreclosure and mortgage delinquency rates
9 in California. An "authorized agency" means any district attorney, any city
10 attorney, and any city and county attorney authorized to prosecute violations of
11 California Business and Professions Code 17200 et seq., as set forth in California
12 Business and Professions Code section 17206, as well any state, city or county
13 agency with responsibilities related to consumer education and protection.

14 (c) At its discretion, the Office of the Attorney General may use the Fund to
15 cover expenses it incurs in the course of investigating and prosecuting misconduct
16 relating to mortgage origination, mortgage servicing, and foreclosures, and for
17 consumer education regarding mortgage issues. Misconduct relating to mortgage
18 origination, mortgage servicing and foreclosures includes but is not limited to
19 misconduct committed by entities involved in offering or making mortgages,
20 entities that service mortgages, or any entity that offers, provides, or purports to
21 provide any services to consumers in, or potentially facing, default or foreclosure
22 on a mortgage. The Office of the Attorney General, at its discretion, may also use
23 these funds to develop and implement programs to help neighborhoods impacted
24 by foreclosure or mortgage default rates. These funds shall solely and exclusively
25 augment the budget of the Office of the Attorney General and in no manner shall
26 supplant or cause any reduction of any portion of the Office's budget.

27 (d) The Office of the Attorney General may also, at its discretion, disburse
28 monies from the Fund to authorized agencies for use in investigating and

1 prosecuting misconduct relating to mortgage origination, mortgage servicing, and
2 foreclosures, for consumer education regarding mortgage issues, and for
3 developing and implementing programs to help neighborhoods impacted by
4 foreclosure or mortgage default rates. These funds shall be disbursed as grants
5 approved through an application and award process. These funds shall solely and
6 exclusively augment the budget of the authorized agency and in no manner shall
7 supplant or cause any reduction of any portion of the authorized agency's budget.
8 Authorized agencies may work together with non-profit agencies to expand the
9 scope of services proposed to be offered through grants provided by the Fund,
10 provided that the grant application specifically identifies and describes the role to
11 be played by the non-profit agency. If an authorized agency brings an
12 investigation or action pursuant to a grant from the Fund, the authorized agency
13 must (1) include a provision in any settlement agreement which requires the Fund
14 to be fully reimbursed for the amount of the grant; (2) fully reimburse the Fund
15 from the money or other consideration received as part of the settlement before
16 any such money or other consideration is used for any other purpose; and (3) use
17 its best efforts to reimburse the Fund in full from any monetary recovery ordered
18 by trial or appellate courts and paid by the defendant(s) in the event the People are
19 the prevailing party after trial. Except as otherwise expressly agreed in writing by
20 the committee of the Office of the Attorney General created pursuant to
21 subparagraph (f) below, any unused or excess funds must be returned to the Fund
22 within 60 days after the conclusion of the investigation or litigation for which the
23 grant was provided.

24 (e) Initial applications for grant awards from the Fund shall be due no later
25 than four months after entry of this Judgment. At its discretion, the Office of the
26 Attorney General may distribute or otherwise allocate the entire amount of the
27 Fund in the initial application and award cycle, or reserve all or a portion of the
28 Fund for future use consistent with subparagraphs (b), (c), and (d), above. If there

1 are any funds remaining after any application and grant cycle, the Office of the
2 Attorney General shall administer further application and grant award cycles on an
3 annual basis until the Fund is exhausted, and may also make additional
4 disbursements or awards from the Fund on an expedited basis if warranted. There
5 shall be no limits on invasion of principal for purposes of awarding and
6 distributing grants.

7 (f) The Office of the Attorney General will create a committee to evaluate
8 applications from authorized agencies seeking to obtain a grant from the Fund.
9 This committee shall include the Senior Assistant Attorney General of the
10 Consumer Law Section and the Chief Assistant Attorney General of the Public
11 Rights Division of the California Attorney General's Office or their designee(s).
12 This committee shall establish and publish on the internet website maintained by
13 the Office of the Attorney General the criteria for grant applications no later than
14 two months after the date this Judgment is entered. The committee will evaluate
15 grant applications and make recommendations regarding which grant applications
16 will be funded and the amounts in which they will be funded. The Attorney
17 General will make the final decision regarding which grant applications will be
18 funded and the amounts in which they will be funded.

19 (g) No later than eight months from the date of entry of this Judgment, the
20 Office of the Attorney General will publish on its internet website a report
21 identifying disbursements or allocations from the Fund, including the names of the
22 grant recipients and the amounts awarded to each recipient. Every year thereafter
23 until the Fund is depleted, the Office of the Attorney General shall publish on its
24 internet website a report detailing disbursements from the Fund since the time of
25 the preceding report.

26 6. This Judgment constitutes a full resolution, complete settlement, and release of all
27 claims as between Plaintiff the People the State of California and Defendants Angelo Mozilo and
28 David Sambol regarding the business practices identified in Plaintiff's Second Amended

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Complaint in the above captioned action for events occurring before the entry of this Judgment.
No portion of the funds paid pursuant to Paragraphs Four (4) and Five (5) *supra* shall be used to investigate or prosecute actions against Angelo Mozilo or David Sambol for actions that occurred prior to entry of this Judgment.

7. This Court shall retain jurisdiction over this matter for purposes of enabling any party to this Judgment to apply to the Court at any time for further orders or directions as may be necessary or appropriate for the construction or carrying out of this Judgment, for modification of any of the injunctive provisions of this Judgment, for enforcement or compliance with this Judgment, and/or for the punishment of any violation of this Judgment.

8. This Judgment shall be binding and effective immediately upon entry by the clerk of this Court, and the clerk is ordered to enter this Judgment forthwith.

Date: 2/3/11

CARL J. WEST

Judge of the Superior Court

LA2008601050