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2 UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
3 AT SEATTLE

4 IN RE WASHINGTON MUTUAL, INC.
SECURITIES LITIGATION,

No. 2:08-md-1919 MJP
Lead Case No. C08-387 MJP

5 This Document Relates to: ALL ACTIONS
6

7 **JUDGMENT APPROVING CLASS ACTION SETTLEMENT**
8 **WITH DELOITTE & TOUCHE LLP**

9 WHEREAS, Lead Plaintiff Ontario Teachers’ Pension Plan Board (“Lead Plaintiff”), on
10 behalf of itself and the Class, and Defendant Deloitte & Touche LLP (“Deloitte” or “Settling
11 Defendant”) entered into the Stipulation and Agreement of Settlement with Defendant Deloitte &
12 Touche LLP dated June 30, 2011 (the “Stipulation”) that provides for a complete dismissal with
13 prejudice of the claims asserted in the above-referenced litigation (the “Action”) against Settling
14 Defendant on the terms and conditions set forth in the Stipulation, subject to the approval of this
15 Court (the “Settlement”);

16 WHEREAS, unless otherwise defined in this Judgment, the capitalized terms herein shall
17 have the same meaning as they have in the Stipulation;

18 WHEREAS, in its Order on Class Certification dated October 12, 2010, this Court certified
19 the Action to proceed as a class action;

20 WHEREAS, in the Preliminary Approval Order, this Court (a) preliminarily approved the
21 Settlement; (b) ordered that notice of the proposed Settlement be provided to potential Class
22 Members; (c) provided Class Members with the opportunity either to exclude themselves from the
23

1 Class or to object to the proposed Settlement, and (d) scheduled a hearing regarding final approval of
2 the Settlement;

3 WHEREAS, due and adequate notice has been given to the Class;

4 WHEREAS, the Court conducted a hearing on November 4, 2011 (the "Settlement Hearing")
5 to consider, among other things, (i) whether the terms and conditions of the Settlement are fair,
6 reasonable and adequate and should therefore be approved; and (ii) whether a judgment should be
7 entered dismissing the Action with prejudice as against Settling Defendant; and

8 WHEREAS, the Court having reviewed and considered the Stipulation, all papers filed and
9 proceedings held herein in connection with the Settlement, all oral and written comments received
10 regarding the proposed Settlement, and the record in the Action, and good cause appearing therefor;

11 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

12 1. **Jurisdiction:** The Court has jurisdiction over the subject matter of the Action, and all
13 matters relating to the Settlement, as well as personal jurisdiction over all of the Settling Parties and
14 each of the Class Members.

15 2. **Incorporation of Settlement Documents:** This Judgment incorporates and makes a
16 part hereof: (a) the Stipulation filed with the Court on June 30, 2011; and (b) the Notice and the
17 Summary Notice, both of which were filed with the Court on September 25, 2011.

18 3. **Notice:** The Court finds that the distribution of the Notice and the publication of the
19 Summary Notice: (i) were implemented in accordance with the Preliminary Approval Order; (ii)
20 constituted the best notice reasonably practicable under the circumstances; (iii) constituted notice
21 that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency
22 of the Action, of the effect of the Settlement (including the releases provided for therein), of Lead
23

1 Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses, of their
2 right to object to the Settlement, the Plan of Allocation and/or Lead Counsel's motion for attorneys'
3 fees and reimbursement of Litigation Expenses, of their right to exclude themselves from the Class,
4 and of their right to appear at the Settlement Hearing; (iv) constituted due, adequate, and sufficient
5 notice to all persons or entities entitled to receive notice of the proposed Settlement; and (v) satisfied
6 the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution
7 (including the Due Process Clause), the Private Securities Litigation Reform Act of 1995 (15 U.S.C.
8 § 77z-1(a)(7) and § 78u-4(a)(7)) (the "PSLRA"), and all other applicable law and rules.

9 4. **Final Settlement Approval and Dismissal of Claims:** Pursuant to, and in
10 accordance with, Rule 23 of the Federal Rules of Civil Procedure, this Court hereby fully and finally
11 approves the Settlement set forth in the Stipulation in all respects (including, without limitation, the
12 amount of the Settlement, the releases provided for therein, including the release of the Settled
13 Claims as against the Released Defendant Parties, and the dismissal with prejudice of claims against
14 Settling Defendant), and finds that the Settlement is, in all respects, fair, reasonable and adequate,
15 and is in the best interests of Lead Plaintiff and the Class. The Settling Parties are directed to
16 implement, perform and consummate the Settlement in accordance with the terms and provisions
17 contained in the Stipulation.

18 5. The Action and all of the claims against Settling Defendant by Class Members and
19 Lead Plaintiff are hereby dismissed on the merits and with prejudice as against Settling Defendant,
20 upon the Effective Date. The Settling Parties shall bear their own costs and expenses, except as
21 otherwise expressly provided in the Stipulation.

1 6. **Binding Effect:** The terms of the Stipulation and of this Judgment shall be forever
2 binding on Settling Defendant, Lead Plaintiff and all Class Members (regardless of whether or not
3 any individual Class Member submits a Proof of Claim Form or seeks or obtains a distribution from
4 the Net Settlement Fund), as well as their respective heirs, executors, administrators, predecessors,
5 successors and assigns. The persons and entities listed on Exhibit 1 annexed hereto have submitted
6 requests for exclusion from the Class that were accepted by the Court, thus they are not members of
7 the Class and they are not bound by the terms of the Stipulation and this Judgment.

8 7. **Releases:** The releases as set forth in Paragraphs 3 and 4 of the Stipulation (the
9 “Releases”), together with the definitions contained in Paragraph 1 of the Stipulation relating thereto,
10 are expressly incorporated herein in all respects. The Releases are effective as of the Effective Date.
11 Accordingly, this Court orders that, as of the Effective Date:

12 (a) Lead Plaintiff and each of the other members of the Class on behalf of
13 themselves, their respective heirs, executors, administrators, predecessors, successors and assigns,
14 shall be deemed by operation of law to have released, waived, discharged and dismissed each and
15 every Settled Claim as against every Released Defendant Party covered by this Judgment, and shall
16 forever be enjoined from prosecuting any or all Settled Claims against any such Released Defendant
17 Party; and

18 (b) Settling Defendant, and each of the other Released Defendant Parties covered
19 by this Judgment, on behalf of themselves, their respective heirs, executors, administrators,
20 predecessors, successors and assigns, shall be deemed by operation of law to have released, waived,
21 discharged and dismissed each and every of the Released Defendant Parties’ Claims as against Lead
22 Plaintiff, Lead Counsel, Liaison Counsel, every other Class Member and each of their respective
23

1 attorneys and shall forever be enjoined from prosecuting any or all of the Released Defendant
2 Parties' Claims against Lead Plaintiff, Lead Counsel, Liaison Counsel, every other Class Member
3 and each of their respective attorneys.

4 8. **Bar Order:** Upon the Effective Date, any and all claims for contribution, however
5 denominated, arising out of or related in any way to the Action (a) by any person or entity against
6 Settling Defendant or (b) by Settling Defendant against any person or entity, other than a person or
7 entity whose liability to the Class has been extinguished pursuant to the Settlement, are permanently
8 barred, enjoined and finally discharged to the fullest extent provided 15 U.S.C. § 78u-4(f)(7) and any
9 other applicable law or regulation (the "Bar Order").

10 9. **Judgment Reduction:** Any final verdict or judgment that may be obtained by or on
11 behalf of the Class or a Class Member against any person or entity subject to the Bar Order shall be
12 reduced by the greater of: (a) an amount that corresponds to the percentage of responsibility of
13 Settling Defendant for common damages; or (b) the amount paid by or on behalf of Settling
14 Defendant to the Class or Class Member for common damages.

15 10. **Rule 11 Findings:** The Court finds and concludes that the Settling Parties and their
16 respective counsel have complied in all respects with the requirements of Rule 11 of the Federal
17 Rules of Civil Procedure in connection with the commencement, maintenance, prosecution, defense
18 and settlement of the Action. The Court further finds that Lead Plaintiff and Lead Counsel
19 adequately represented the Class Members for purposes of entering into and implementing the
20 Settlement.

1 11. **No Admissions:** This Judgment, the Stipulation, any of their terms and provisions,
2 any of the negotiations, proceedings or agreements connected therewith, or any matters arising in
3 connection with settlement negotiations, proceedings, or agreements;

4 (a) shall not be offered or received against any of the Released Defendant Parties
5 as evidence of, or construed as, or deemed to be evidence of, any presumption, concession, or
6 admission by any of the Released Defendant Parties with respect to the truth of any fact alleged by
7 Lead Plaintiff or the validity of any claim that was or could have been asserted against any of the
8 Released Defendant Parties in this Action or in any litigation, or the deficiency of any defense that
9 has been or could have been asserted in the Action or in any litigation, or of any liability, negligence,
10 fault, or other wrongdoing of any kind of any of the Released Defendant Parties;

11 (b) shall not be offered or received against any of the Released Defendant Parties
12 as evidence of a presumption, concession or admission of any fault, misrepresentation or omission
13 with respect to any statement or written document approved or made by any of the Released
14 Defendant Parties, or against the Lead Plaintiff or any other Class Members as evidence of any
15 infirmity in the claims of Lead Plaintiff or the other Class Members;

16 (c) shall not be offered or received against any of the Released Defendant Parties,
17 or against the Lead Plaintiff or any other Class Members, as evidence of a presumption, concession
18 or admission with respect to any liability, negligence, fault or wrongdoing of any kind, or in any way
19 referred to for any other reason as against any of the Released Defendant Parties, or against the Lead
20 Plaintiff or any other Class Members in any other civil, criminal or administrative action or
21 proceeding, other than such proceedings as may be necessary to effectuate the provisions of the
22 Stipulation and/or this Judgment; provided, however, that the Settling Defendant, any other Released
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1 Defendant Party, Lead Plaintiff and the other Class Members may refer to the Stipulation and/or this
2 Judgment to effectuate the protections from liability granted thereunder or otherwise to enforce the
3 terms of the Settlement;

4 (d) shall not be construed against any of the Released Defendant Parties, Lead
5 Plaintiff or any other Class Members as an admission, concession, or presumption that the
6 consideration to be given thereunder represents the amount which could be or would have been
7 recovered after trial; and

8 (e) shall not be construed against Lead Plaintiff or any other Class Members as an
9 admission, concession, or presumption that any of their claims are without merit or that damages
10 recoverable under the Amended Complaint would not have exceeded the Settlement Amount.

11 12. **Retention of Jurisdiction:** Without affecting the finality of this Judgment in any
12 way, this Court retains continuing and exclusive jurisdiction over: (a) the Settling Parties for
13 purposes of the administration, interpretation, implementation and enforcement of the Settlement;
14 (b) the disposition of the Settlement Fund; (c) any motion for an award of attorneys' fees and/or
15 Litigation Expenses by Lead Counsel in the Action that will be paid from the Settlement Fund; (d)
16 any motion to approve the Plan of Allocation and the Class Distribution Order; and (e) the Class
17 Members for all matters relating to the Action.

18 13. Separate orders shall be entered regarding approval of a plan of allocation and the
19 motion of Lead Counsel for an award of attorneys' fees and reimbursement of Litigation Expenses.
20 Such orders shall in no way affect or delay the finality of this Judgment and shall not affect or delay
21 the Effective Date of the Settlement.

Exhibit 1

1. Beth B. Parrott
Lexington, SC
2. Richard R. Brown
Seattle, WA
3. Ernest A. Neumann &
H. Rudean Neumann
Coeur d'Alene, ID
4. Judy M. Morgan
Arvada, CO
5. Norma Jean Shaw
Kettle Falls, WA
6. Albert E. Shaw (deceased)
as requested by Norma Jean Shaw
Kettle Falls, WA
7. Steadman Family Living Trust
as requested by H. Douglas Steadman
and Jurene N. Steadman, Trustees
San Antonio, TX
8. Fanny P. Wang
Shoreline, WA
9. Estate of Lydia Wang
as requested by Fanny P. Wang,
Executor
Shoreline, WA
10. Bernd Dombrowski
Blankenfelde, Germany
11. Carl Sander
Seattle, WA
12. Eloise E. Bariel
as requested by Nola J. Edwards,
power of attorney
Sultan, WA
13. Joan A. Salmon
Tucson, AZ
14. Joseph Re
Dumont, NJ
15. Robert L. King Living Trust
as requested by Robert L. King,
Trustee
Palm Desert, CA
16. Shelley K. Jones &
Shelly K. Jones Roth IRA
Portland, OR
17. Billy Baldwin
TOD ET AL
North Hollywood, CA
18. Cecile C. Kelly
Bronxville, NY
19. Frank Latos
Gehrden, Germany
20. Jack E. Silburn
Lincoln, CA
21. James Wehling
Bedford, PA
22. Mengkui Luo
Federal Way, WA
23. Mingji Li
Federal Way, WA
24. Eduard Dvorak
Augsburg, Germany
25. LaDelle H. Ray &
Milton D. Ray (deceased)
as requested by LaDelle H. Ray
Brandon, MS
26. U/A DTD Patrick and Ana Rizzieri
Trust as requested by Patrick N.
Rizzieri & Ana L. Rizzieri, Trustees
Albuquerque, NM

Exhibit 1

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|-----|---|-----|---|
| 27. | Edward M. Block Living Trust TR u/a 5/27/80
as requested by Edward M. Block,
Trustee
Las Vegas, NV | 39. | The Garrett Family Trust
as requested by Elaine G. Collins,
Trustee
Landrum, SC |
| 28. | H. Paul Block Living Trust TR u/a 5/27/80
as requested by H. Paul Block,
Trustee
Las Vegas, NV | 40. | Christopher H. Smith
Shingle Springs, CA |
| 29. | Stuart M. Lockwood &
Mary E. Lockwood
Cumming, GA | 41. | Donald L. Harris
Elkins, WV |
| 30. | David O. Putnam
George, WA | 42. | Amey H. Enomoto
Monterey Park, CA |
| 31. | Larry E. Wallace &
Sherry L. Wallace (deceased)
as requested by Larry E. Wallace
Crown Point, IN | 43. | Fumi Ariyasu
Montebello, CA |
| 32. | Linda K. Warman Revocable Trust
as requested by Linda K. Warman,
Trustee
Kunkletown, PA | 44. | Thomas Christopher Grupa
Houston, TX |
| 33. | June L. Mangus
Denver, CO | 45. | Marvin Leininger &
Deborah Leininger
Glen Allen, VA |
| 34. | Jamal Carver
Hartford, CT | 46. | Stuart Sutley
Blythe, CA |
| 35. | Ross W. Silver
Puyallup, WA | 47. | Kyle Crampton
Chino Hills, CA |
| 36. | Nathaniel Davis
Sacramento, CA | 48. | Eugene Wald & Esther Wald Trust
U/A July 16, 1990
as requested by Nancy J. Walder
Van Nuys, CA |
| 37. | Douglas B. Smith
Naples, FL | 49. | Albert L. Todd
Sherwood, OR |
| 38. | Tom Crockett
Boca Raton, FL | 50. | Emmanuel Agba
Ames, IA |
| | | 51. | Miralem Sljoka
Houston, TX |
| | | 52. | Lawrence E. Dyal &
Nancy H. Dyal
Cocoa, FL |

Exhibit 1

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|-----|---|-----|--|
| 53. | Susan Israel Bensen
Missoula, MT | 67. | Kenderick Stubbs
Centreville, VA |
| 54. | Joan Casey
Corvallis, OR | 68. | Sharolyn Heiy
The Villages, FL |
| 55. | Mary Jane Casey
Corvallis, OR | 69. | Neal A. Baillargeon & Jan E.
Baillargeon McEneny Trs
FBO Marie C. Baillargeon Trust
U/A 3/31/92
as requested by Marie C. Baillargeon
Calabash, NC |
| 56. | John Casey
Corvallis, OR | | |
| 57. | Robert J. Lee
Flushing, NY | 70. | Eva Kaytes Revocable Trust U/A
DTD 7/16/2007
as requested by Eva Kaytes, Trustee
Danbury, CT |
| 58. | Donna Kay Hoffman
Kent, WA | | |
| 59. | David William Hoffman
Kent, WA | 71. | Ronald J. Larsen
Kirkland, WA |
| 60. | Wayne DS Wong
Seattle, WA | 72. | Patricia J. Oman
Everett, WA |
| 61. | Joseph P. Manion &
Janet E. Manion
Fenton, MO | 73. | John Michael Williams
Wilsonville, OR |
| 62. | Emilio A. Vazquez,
Emilio A. Vazquez, Jr. &
Alejandro M. Vazquez
Miami, FL | 74. | Miralem Sljoka Roth IRA
TD Ameritrade Clearing Custodian
Houston, TX |
| 63. | Savuth Ok
Holland, MI | 75. | Jon B. Erickson
Dublin, CA |
| 64. | Andrés Binder &
Patricio Binder
Closter, NJ | 76. | Vladimir Keselman &
Vladimir Keselman, IRA Acct.
Brooklyn, NY |
| 65. | Wilhelmus J. Van Oldenmark &
Alberta Van Oldenmark
Vista, CA | 77. | Lanny Hochhalter
Salem, OR |
| 66. | Susan Steele
Mill Valley, CA | 78. | Danois G. Madrid
Daly City, CA |
| | | 79. | Jaron C. Whitton
as requested by Denise G. Whitton,
Custodian
Ketchikan, AK |

Exhibit 1

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| 80. | Joron J. Whitton
as requested by Denise G. Whitton,
Custodian
Ketchikan, AK | 94. | Shu-Jui Valvo, Rollover IRA &
Shu-Jui Valvo, Traditional IRA
Fidelity Investments, Custodian
Dublin, CA |
| 81. | Nellie Gettys Campbell Trust
as requested by Nellie G. Campbell,
Trustee & Nellie G. Campbell
Clinton, SC | 95. | Stephen J. McCrann, DDS
Needham, MA |
| 82. | Daniel C. Pippinger
Bainbridge Island, WA | 96. | Thomas A. Zebley
Woodstock, GA |
| 83. | Robert Allen Pierce
Lexington, MA | 97. | Tuan Q. Vu
Seattle, WA |
| 84. | Jerome M. Powell
Germantown, WI | 98. | Vera A. Whiteside
Shiloh, IL |
| 85. | Judy E. Hochhalter
Salem, OR | 99. | Aviva Orner
Hayward, CA |
| 86. | Kim Chwee Cham
Austin, TX | 100. | Blake Miller
Irvine, CA |
| 87. | Loren Roberts
Santa Monica, CA | 101. | Denis R. Schiller &
Angela C. Schiller
Vancouver, WA |
| 88. | Melvin Mark Solway
Northridge, CA | 102. | Donald L. Snowden &
Parker Smith Trust
as requested by Donald L. Snowden,
Trustee
Cumming, GA |
| 89. | Michael M. Angello
& Robert J. Angello
San Diego, CA | 103. | George N. Salovich
Ronan, MT |
| 90. | Michael S. Bartsch
Menlo Park, CA | 104. | Howard Burkhart
Saratoga, CA |
| 91. | Naveen Kompally
Guilderland, NY | 105. | Jack A. Matalka &
Raida S. Matalka
Salinas, CA |
| 92. | Paul G. Person
Yorktown, TX | 106. | Gurbinder Singh
Dublin, CA |
| 93. | Robert T. Patelski, Jr.
Edgewater, MD | 107. | John Beasley
Sparta, TN |

Exhibit 1

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|------|---|------|----------------------------|
| 108. | Larry L. Gates &
Susan D. Gates
Atascadero, CA | 122. | Jan E. Balas
Novato, CA |
| 109. | Larry E. Holland
Lake Forest Park, WA | | |
| 110. | Reza Hosseini
Fremont, CA | | |
| 111. | Roderick J. Houston
Annapolis, MD | | |
| 112. | Warren Jameson &
Louise Jameson (deceased)
as requested by Warren Jameson
Waldwick, NJ | | |
| 113. | Axel Iverson
Seattle, WA | | |
| 114. | Dale Wayne Ficquette
Winter Park, FL | | |
| 115. | Garrett Hazelton
Arcadia, CA | | |
| 116. | Parin Patel &
Parin Patel, Roth IRA Acct.
Richmond, CA | | |
| 117. | Greg Baglin
Daytona Beach, FL | | |
| 118. | Joel Robinson
Sumner, TX | | |
| 119. | Kenneth Feldman
Longwood, FL | | |
| 120. | Kristian Faust
Frankfurt / Main, Germany | | |
| 121. | S. Kent Christenberry &
Debra S. Christenberry
Oklahoma City, OK | | |