

EXHIBIT A

SETTLEMENT AGREEMENT

I. The Parties

This Settlement Agreement (the "Agreement") is entered into as between Leticia Zamora, an individual residing in the State of California, on behalf of herself and her spouse, dependents, heirs, successors and assigns (hereinafter, "Zamora") on the one hand and, on the other, Wachovia Mortgage F.S.B., f/k/a World Savings Bank, F.S.B. (collectively, "World"), on behalf of themselves and each of their parent, subsidiary and affiliate corporations and entities and successors and assigns, including, but not limited to, Wachovia Corporation and Wells Fargo & Co., and each of their directors, officers, employees, investors, shareholders, actual agents, authorized representatives, attorneys and insurers (collectively, "World"). World and Zamora are referred to herein collectively as the "Parties."

II. Effective Date

The Agreement shall become effective upon the date on which the United States District Court for the Northern District of California issues an order approving the material terms of the Agreement and a separate settlement agreement between World and Daniel and Elizabeth Perez (the "Perezes"), as provided in Section V below (the "Effective Date").

III. Summary of the Parties' Dispute

In or about July of 2005, Zamora and her spouse, Javier Zamora, as co-borrowers, executed a promissory note in favor of "World Savings Bank, F.S.B." (the "Note") for the purpose of receiving Loan Number 0029861606, in the principal amount of \$470,000 (the "Loan"), which was secured by a parcel of real property located at 1165 Orchid Street in Livermore, California (the "Property").

Leticia and Javier Zamora and the Perezes collectively filed a putative "Class Action Complaint" against World (the "Complaint") in the United States District Court for the Northern District of California, San Francisco/Oakland Division (the "Court") entitled *Leticia Zamora, et al. v. Wachovia Corporation, et al.*, and currently denominated as Action No. 3:07-CV-4603 JSW (the "Action"). On September 27, 2007, Zamora and the Perezes ("Plaintiffs") filed a putative "First Amended Class Action Complaint" in the Action. (The complaint and first amended complaint in the Action are collectively referred to hereinafter as the "Complaint.")

Plaintiffs asserted and/or threatened specific claims in the Complaint relating to the Loan and/or to alleged policies, procedures and actions that Plaintiffs contend were undertaken by World with respect to Plaintiffs individually as well as with respect to a putative class of minority borrowers who entered into loan transactions with World. The Complaint purports to set forth claims for relief by both Plaintiffs and the putative class under the Equal Credit Opportunity Act [15 U.S.C. Section 1691, et seq.], the Fair Housing Act [42 U.S.C. Section 3601 et seq.] and the Civil Rights Act [42 U.S.C. Sections 1981 et seq. and 1982 et seq.]

IV. Compromise and Release Provisions

Zamora and World have agreed to resolve, fully and finally, all of Zamora's actual and potential individual claims against World, including, but not limited to, the claims set forth on Zamora's behalf in the Complaint, and including all matters, known or unknown, which have been, or could have been, raised, between Zamora and World in the Action, up to and including the Effective Date.

Accordingly, for good and valuable consideration, including the mutual covenants herein contained, the Parties agree as follows:

A. Lump Sum Payment to Zamora

Within thirty (30) days of the Effective Date, World shall pay to Zamora, by cashiers' or certified check(s), the lump sum of Thirty Thousand Dollars (\$30,000), in good funds, as full and final satisfaction of all of Zamora's claims.

B. Payment of Zamora's Attorneys' Fees and Costs

Within thirty (30) days of the Effective Date, World agrees to pay to the trust account of Bonnett Fairbourn Friedman & Balint, P.C., as Zamora's co-counsel of record in this Action, by cashiers' or certified check(s) or by wire transfer, the sum of Two Hundred Thousand Dollars (\$200,000), in good funds, as full and final satisfaction of all claims for attorneys' fees incurred by or on behalf of Zamora and/or the Perezes in or relating in any way to the Action against World, World's participation in the Loan and/or any claim that Zamora has or may have against World. Zamora and her counsel of record agree that this sum shall be the full amount claimed by Zamora, the Perezes or their counsel at any time for attorneys' fees or costs that they and/or their counsel have incurred relating to such matters, and including any and all work performed for or on behalf of Zamora and/or the Perezes in or related to the Action by, but not limited to, Bonnett Fairbourn Friedman & Balint, P.C., Roddy, Klein & Ryan, Chavez & Gertler, L.L.P., Housing and Economic Rights Advocates, Barroway Topaz Kessler Meltzer & Check LLP and/or Coughlin Stoa Geller Rudman & Robbins LLP. In all other respects the Parties shall each bear their own costs and attorneys' fees relating to Zamora's and the Perezes' individual claims in the Action and all matters referenced herein. Zamora and her counsel agree that World bears no responsibility for the division or allocation among Zamora's counsel of any fees paid by World pursuant to this Agreement.

E. General Release

With the sole exception of the executory provisions of this Agreement, Zamora hereby forever releases World of and from any and all causes of action, claims and/or demands, whether known or unknown, which Zamora now has or has ever had, or believed she has or ever had, from the beginning of time up to the Effective Date of this Agreement, and including specifically, but not necessarily limited to, all claims for relief brought, attempted to be brought or which could have been brought in the Action and/or arising out of or related in any way to the Loan. Zamora further acknowledges that this release extends to any claims that other persons or entities might bring or attempt to bring with respect to the Loan and/or on behalf of Zamora as a member of an actual or putative class that relate in any way to the Loan or the lending activities of World.

F. Covenant Not to Sue

Zamora agrees that she will not bring, commence, maintain or prosecute, directly or indirectly, or assign any right to bring, maintain or prosecute, any action at law or proceeding in equity or any legal or administrative proceeding or other claim for damages or other relief against World, based in whole or in part upon the matters which are the subject of Zamora's general release as described in Paragraph IV.E of this Agreement.

G. Dismissal of Zamora's Individual Claims for Relief

In consideration of the agreements and other consideration provided herein, Zamora agrees that, within ten (10) business days after Effective Date, Zamora's counsel of record in the Action shall

execute and submit to the court in the Action, a Request for, and Proposed Order of, Voluntary Dismissal With Prejudice of each and every cause of action alleged in the Action by Zamora on behalf of herself individually, and removal of Zamora as a named putative class representative in the Action.

H. Return of Confidential Documents

Zamora directs her Counsel to return to World all documents delivered to Zamora and/or her counsel in connection with the private mediation sessions among the parties held before the Honorable Edward Infante (ret.)

Zamora represents and warrants that, at all times referred to herein, she alone owned the claims that she is releasing under this Agreement, that no other person or entity has or has had any interest in said claims and that she have the sole right to execute this Agreement regarding such claims. Zamora further represents and warrants that she has not and will not have sold, assigned, conveyed or otherwise transferred, prior to the Effective Date, any claim or demand which is the subject of this Agreement that she has ever had, or now have, against World, whether directly or through another person or entity.

VI. Court Approval Required

The Parties agree that this Agreement, and their proposed obligations as set forth herein, are contingent upon a finding by the Court that the terms of this Agreement are fair to the Parties and were reached in good faith. The Parties agree to present this Agreement promptly to the Court and to cooperate in a joint application for an order by the Court making such a determination.

VII. Execution and Court Approval of Perez Settlement Required

The Parties agree that this Agreement, and their proposed obligations as set forth herein, are further contingent upon: (1) the completion and execution of a separate settlement agreement between the Perezes and World regarding the Perezes' individual claims in the Action (the "Perez Agreement"); and (2) a finding by the Court that the terms of the Perez Agreement are fair to the Perezes and World and were reached in good faith. World and Zamora's counsel agree to use their best reasonable efforts to present the Perez Agreement promptly to the Court and to cooperate in a joint application for an order by the Court making such a determination.

VIII. No Admission of Liability

This Agreement is intended as means of settling disputed claims, liability for which is expressly denied by each of the respective Parties. Neither this Agreement or any of its terms or considerations is to be deemed, construed or proffered as an admission of liability or responsibility by either Party at any time for any purpose. Zamora's counsel of record in the Action specifically acknowledges, represents and agrees that no present or future plaintiff in the Action, or in any other proceeding, may attempt to introduce the existence, terms or execution of this Agreement by World in the Action or any proceeding for any reason, including but not limited to an offer or proof or evidence of any admission, concession and/or wrongdoing by World.

IX. Representation by Independent Legal Counsel

Zamora confirms and agrees that she has been represented in negotiations for, and preparation of, this Agreement by independent legal counsel of her own choosing, that her duly authorized representatives and legal counsel have each read this Agreement, that she has had it fully explained to her by her legal counsel, that she is fully aware of its contents and its legal effect

and that, under such circumstances, she has voluntarily agreed to execute this Agreement and abide by its terms.

X. Waiver of California Civil Code Section 1542 Regarding Unknown Claims

Zamora acknowledges that she has been advised by her legal counsel of the existence and legal effect of Section 1542 of the Civil Code of California, and Zamora expressly waives the benefits of that statute. In doing so, Zamora recognizes and confirms her understanding that said statute provides that:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release which, if known by him, must have materially effected his settlement with the debtor.”

Zamora realizes and acknowledges that she may have sustained, or might sustain in the future, losses because of some action by, or allegedly taken on behalf of, World that is the subject of a release given the other by this Agreement, and Zamora further acknowledges that such losses are presently unknown and unsuspected and/or may manifest in the form of future loss and/or expense. Nonetheless, Zamora acknowledges and agrees that this Agreement has been negotiated and agreed upon in light of this realization and, being fully aware of the situation, Zamora intends to and does release and forever discharge World as set forth above from any and all such unknown claims, including damages which are unknown and unanticipated.

XI. Preservation of Claims against Third Parties

The Parties each acknowledge and agree that they both have or may have independent claims against third parties, including, but not limited to, direct claims and/or claims for indemnity or equitable contribution and/or claims that arise out of or relate to the matters alleged in the Complaint and/or this Agreement. The Parties further acknowledge and agree that, by entering into this Agreement neither of them intend to or shall be deemed to release such claims or forego the right to pursue such claims, whether in the Action or in any other proceeding.

XII. Confidentiality

The Parties agree that neither they nor their counsel shall discuss the material terms of the Agreement regarding the consideration paid by World to Zamora, which are set forth in Paragraph IV.A above, with any person, entity or organization not affiliated directly with a party to this agreement other than the Court or their legal counsel, financial advisors or consultants or tax preparers, except as required by operation of law.

XIII. Severability

The terms of this Agreement are severable. Should any portion (word, clause, phrase, sentence or paragraph) be declared by a court of competent jurisdiction to be void or unenforceable in any particular jurisdiction, such portion shall be considered independent and severable from the remainder and shall not affect the enforceability of the remainder of the Agreement. If any portion as written should be interpreted by a Court of competent jurisdiction to be so broad as to be unenforceable, then such portion shall be restricted only to the extent necessary to make such portion enforceable to the fullest extent permitted by law.

XIV. Construction of Terms

The Parties have cooperated and participated in the drafting and preparation of this Agreement, and in any dispute over construction or interpretation of this Agreement, no term shall be construed against any Party on the basis that such Party drafted any provisions of this Agreement.

XV. Integration Clause

This Agreement constitutes the entire and sole agreement between Zamora and World as to the matters referred to herein, and any prior or contemporaneous agreement, promise, negotiation or understanding not expressly set forth in writing within this Agreement shall be of no force or effect. This Agreement shall not be altered, modified or otherwise changed except by a writing executed by both Zamora and a duly authorized representative of World.

XVI. Choice of Law, Forum and Venue

This Agreement, and the respective rights and obligations of the Parties hereunder, shall be construed under and by the laws of the United States and, to the extent they do not conflict with federal law, the laws of the State of California. The Parties agree further that the Court shall retain jurisdiction over this matter and shall be the proper forum and venue for any dispute or matter that arises out of or relates to this Agreement or the formation of this Agreement.

XVII. Counterparts

This Agreement may be executed in counterparts, each of which shall be an original and all of which, taken together, shall constitute a single instrument.

DATED: October __, 2009.

Leticia Zamora

DATED: October __, 2009.

Wachovia Mortgage F.S.B.

By _____
[Print] _____
Its: _____

APPROVED AS TO FORM AND CONTENT:

Reed Smith LLP

Bonnett Fairbourn Friedman & Balint, P.C

By _____

By _____

Jack R. Nelson

Attorneys for Wachovia Mortgage FSB

Attorneys for Leticia Zamora

CERTIFICATION OF PLAINTIFF'S COUNSEL:

I, _____, am a lawyer licensed to practice in the State of _____ and before the Court. I am one of the counsel of record for Leticia Zamora in the Action. I attest that Ms. Zamora has personally met with and been advised, by legal counsel of her choosing, with respect to the nature, effect and terms of this Agreement. I am satisfied that Ms. Zamora fully understands the nature and effect of this Agreement, as well as all of the rights that she is compromising, extinguishing and/or gaining by executing this Agreement.

I understand and agree that World, as well as any court of competent jurisdiction, is entitled to rely on my representation set forth herein in executing, and hereafter enforcing, this Agreement.

I declare under penalty of perjury under the laws of the United States and the State of California that the foregoing Certification of Plaintiff's Counsel is true and correct.

Dated: October __, 2009.
