

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS**

<p><b>SHATONYA HARRIS, MATEO HUERTA and KEVIN NICHOLSON, on behalf of themselves and all others similarly situated,</b></p> <p><b>Plaintiffs,</b></p> <p><b>vs.</b></p> <p><b>CITIGROUP, INC., and CITIMORTGAGE, INC., Defendants.</b></p>		<p><b>C.A. NO. 08-10417-MLW</b></p>
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**JOINT STIPULATION CONCERNING RELEASE**

In order to clarify the parties' agreement concerning the release in this matter in light of a discrepancy the parties have identified concerning the size of the class and the number of class notices that went out, Plaintiffs and Defendants Citigroup, Inc. and CitiMortgage, Inc. (collectively "Citi") (together, the Plaintiffs and Defendants are the "Parties") hereby stipulate as follows:

1. On April 15, 2011, in connection with settlement discussions during the mediation between the Parties, Citi generated data regarding the size of the settlement class. Per the agreement of the parties, this data included only loans contained in public reporting under the Home Mortgage Disclosure Act ("HMDA") of loans to minority borrowers. *See* Declaration of John March, Ex. A.

2. The data generated by Citi on April 15, 2011, included settlement class members whose loans were originated between January 1, 2004, and December 31, 2010. This data reflected that the settlement class consisted of 103,338 individual and joint borrowers.

3. On August 1, 2011, the Parties filed a Settlement Agreement to fully and finally resolve this matter. Docket No. 89-1.

4. On March 6, 2012, the Court granted preliminary approval of the Settlement. Docket No. 105.

5. On March 9, 2012, Citi provided a class list for purposes of notifying class members of the settlement to both counsel for Plaintiffs and to the settlement administrator. That class list contained a total of 178,399 loan records.

6. Counsel for Plaintiffs first discovered the discrepancy between the number of class members set forth in the Settlement Agreement and the number of notices mailed out on or about July 19, 2012, and subsequently notified counsel for Citi.<sup>1</sup> Citi's counsel thereafter determined that the discrepancy was due to the following factors:

(a) First, additional notices were necessitated by loans made after the date range set during Citi's initial investigation of the settlement class size (December 31, 2010) and before the date of the settlement agreement (June 24, 2011). The definition set forth in the Settlement Agreement included residential mortgage loans originated up until June 24, 2011.

(b) Second, the class lists inadvertently included individuals (the "non-HMDA Borrowers") who had obtained loans, including Home Equity Lines of Credit ("HELOCs"), that were not contained in public reporting under HMDA. The Parties did not intend to include the non-HMDA borrowers within the definition of the class set forth in the Settlement Agreement.

7. All class members received notice of the settlement.

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<sup>1</sup> The numbers for class notice would not have been expected to match up with the numbers previously given for class size for a number of reasons, including that the class notice data had some six months more of borrowers included within it.

8. Additionally, and inadvertently, each non-HMDA Borrower (or joint borrowers) received a form of notice in this matter under the mailing procedures set out in the Settlement Agreement as described in the filing of the Settlement Administrator. Docket No. 123.

9. Citi has agreed and the parties stipulate that despite their not being members of the settlement class, the non-HMDA borrowers nevertheless will be entitled to the benefits of the Settlement specified in the notice they received pursuant to valid and timely elections they have or may make as if they were settlement class members.

10. Citi has agreed, and the parties further stipulate, that Citi will not enforce the release contained in the Settlement Agreement (Section IV) against any non-HMDA borrower except to the extent a non-HMDA borrower also was included in the class because they had a qualifying HMDA loan.

11. On July 26, 2012, the Parties filed their Motion for Final Approval of the Class Action Settlement. Docket No. 118. The Court will hold a hearing on this motion on August 9, 2012.

12. Counsel for the Parties has conferred regarding the inadvertent inclusion of non-class members in the class notice list and have agreed that the response to the additional notices set forth above is appropriate.

Dated: August 9, 2012

Respectfully submitted,

SHATONYA HARRIS, MATEO HUERTA and  
KEVIN NICHOLSON

By their attorneys,

/s/ Gary Klein  
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Dated: August 9, 2012

Respectfully submitted,

CITIGROUP, INC. AND CITIMORTGAGE, INC.

By their attorneys,

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**CERTIFICATE OF SERVICE**

I, Gary Klein, hereby certify that on this 9<sup>th</sup> day of August, a true and correct copy of the foregoing document was filed electronically. Notice of this filing will be sent to all registered users through the Court's ECF system.

/s/ Gary Klein  
Gary Klein