

EXHIBIT “3”

Justice Michael Nott (Ret.)
c/o Judicate West
1851 E. First Street
Suite 1450
Santa Ana, CA 92705
PHONE: (714) 834-1340
FAX: (714) 834-1344

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

WES JOHNSON,)	3:05-CV-0321-RAM
Plaintiff)	
)	
vs.)	
)	
WELLS FARGO HOME MORTGAGE,)	AMENDMENT TO AWARD
INC., a California Corporation, dba)	
AMERICA'S SERVICING COMPANY,)	
et al.,)	
Defendants)	
)	
)	
)	

This matter for voluntary arbitration came on for hearing on January 12, 13, 14, and 15, 2009. An award was made on or about February 24, 2009 that provided for the payment of \$260,910 from defendants to plaintiff.

The award to plaintiff was made under the provisions of the Fair Credit Reporting Act (FCRA). During the hearing, the parties agreed that the FCRA provides for the recovery of attorney fees and costs to a consumer who prevails under its protection. Accordingly, in making the award, the arbitrator specifically retained jurisdiction for 30 days: "1. To hear argument (by email and/or telephone conference) for the award of attorney fees and costs. 2. To correct any errors in computation or other mechanical defects. 3. To correct any errors in the factual presentation of this Award, which correction is agreed to by both sides."

The arbitrator subsequently received separate emails from both of plaintiff's attorneys, Tory M. Pankopf and Bryant K. Calloway, the gist of which was to make the following requests:

- A. For attorney fees in total sum of \$427,738.96 (\$341,884.21 for Mr. Pankopf; \$57,964; and \$27,890.75 for D. G. Menchitti, a prior attorney).
- B. Costs in the sum of \$37,069.15.

- C. To reconsider the damages on the James Lane Property in the sum of \$685,000.
- D. To reconsider an additional \$35,000 loss of equity in the Erna Way Property.
- E. To reconsider the decision not to award punitive damages.

WF made a written objection to the five requests, contending that the fees were too high in view of the limited success of the plaintiff; that the fees should be offset by the fees incurred by WF in successfully defending causes of action for negligence, RESPA, and FDCPA; and that the arbitrator has lost jurisdiction over the James Lane and Erna Way Properties and punitive damages, and cannot revisit those items of damage.

The arbitrator amends the prior award as follows:

First, the request to change the award as to the James Lane Property is denied. If jurisdiction had been retained, the result would be the same. The arbitrator did not consider the trial court's ruling of the James Lane property as residential to be final even in the face of conflicting evidence received at the hearing. However, even if the trial court's ruling was binding, the arbitrator simply did not believe that there was a loss incurred by plaintiff, for the reasons stated in the award.

Second, the arbitrator did not make a mathematical error on the Erna Way Property. \$150,000 was the loss the arbitrator found to be reasonable.

Third, the request to modify the award to include punitive damages is denied.

Fourth, there is no challenge to the costs claimed by plaintiff, and he is awarded \$37,069.15 for costs.

Fifth, plaintiff is awarded the sum of \$464,808.11 for attorney fees, which the arbitrator finds to be reasonable in light of all the circumstances. In that regard, the arbitrator notes that this hotly contested litigation lasted for over three years, and involved thousands of documents. The arbitrator is confident that there is plenty of fault to go around relative to discovery problems. The arbitrator also notes that even though the amount of recovery is less than the attorney fees, it is a fact of life that litigation costs what it costs, regardless of recovery. Mr. Johnson was awarded over a quarter of a million dollars, which is certainly more than a de minimus sum.

The defense request to give a credit against the work the defense lawyers expended on defending against the causes of action that were dismissed is denied. The arbitrator has previously discussed his misgivings relative to the dismissal of the negligence cause of action, and the plaintiff was entitled to test the waters as to the other federal causes of action.

AMENDMENT TO AWARD

In addition to the previous award of \$260,910, plaintiff is awarded attorney fees of \$464,808.11 and costs of \$37,069.15, for a grand total of \$762,787.26.

Dated: April 9, 2009


Justice Michael Nott (Ret.)

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ORANGE:

I am employed in the County of Orange, State of California. I am over the age of 18 and am not a party to the within action. My business address is 1851 East First Street, Suite 1450, Santa Ana, California 92705.

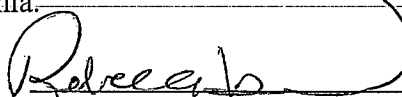
On April 15, 2009, I served the **Amendment to Award** on the following parties in the matter of **Johnson vs. Wells Fargo Home Mortgage** by placing a true copy to all parties enclosed in a sealed envelope addressed as follows:

Tory M. Pankopf, Esq.
Law Offices of Tory M. Pankopf
611 Sierra Rose Drive
Reno, NV 89511
Fax: (530) 725-8264

Bruce T. Beesley, Esq.
Tricia M. Darby, Esq.
Lewis & Roca, LLP
50 West Libery Street
Suite 410
Reno, NV 89501
Fax: (775) 823-2929

- | | |
|--------------------------|--|
| (X) BY U.S. MAIL: | I caused such envelope(s), with postage fully prepaid, to be placed in the U.S. Mail at Santa Ana, California. |
| (X) BY FACSIMILE: | I caused such document to be sent via facsimile to each person on the attached mailing list. |
| () BY PERSONAL SERVICE: | I caused such envelope to be delivered by hand to the office of the addressee. |
| (X) STATE: | I declare under penalty of perjury under the laws of the State of California that the above is true and correct. |
| () FEDERAL: | I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made. |

Executed on April 15, 2009 at Santa Ana, California.


Rebecca Hessen
Judicate West