

IN THE UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF ALABAMA SOUTHERN DIVISION

LAURA FAUGHT and  
STEVEN FAUGHT

Plaintiffs,

v.

AMERICAN HOME SHIELD  
CORPORATION,

Defendant.

Case No.: 2:07CV1928-RDP

**OBJECTION TO SETTLEMENT**

COMES Charles M. Thompson ("Thompson"), pro se, and does file this  
his Objection to Settlement and alleges in support thereof as follows:

**Objections**

1. The Proposed settlement is objectionable for the following reasons:
2. The proposed settlement is neither fair, adequate nor reasonable for at least the following reasons:
  3. The deficiencies in said settlement are as follows:
    - a) There is no value set for the settlement and without a value the Court cannot determine if the settlement is adequate nor can the Court under the law approve any attorneys' fee application for class attorneys.
    - b) American Home Shield is the sole claims reviewer. There is no

independent reviewer or administrator of the claims as is customary in class action settlements.

- c) The settlement proposes no appellate right by class members should American Home Shield, (AHS) deny any claim. Essentially this is just a settlement where AHS can decide whether it approves the claim or not. This is nothing more than what existed prior to the subject cause of action being filed. Essentially AHS is paying a large fee to class counsel and agreeing to do what AHS was required to do under the various warranty agreements with class members.
- d) To file a claim in subject case, the class members are made to exert more effort and supply more information than each individual class member would otherwise have to provide to AHS under their respective warranty agreements.
- e) This same settlement has been denied in Edleson etc. v. American Home Shield Corporation, Superior Court of California County of San Diego, Case #37-2007-00071725-cv-BT-CTL.

4. Attached hereto is a copy of a denial of a valid claim submitted to AHS by class member Thompson wherein AHS refuses a claim of approximately \$10,000.00 in amount by attempting to divert blame for said failure of the equipment referenced on the attachment A to a source other than as required to be covered under the AHS home warranty agreement.

5. Essentially, AHS has operated in bad faith in denying valid claims by class members. AHS is now attempting to avoid vast potential liability from class members in the most unbelievable, cheapest manner. Thus this class action settlement is not fair, adequate nor reasonable.

6. This Objector further objects on the ground that AHS is afforded

huge leeway and discretion in the administration of the settlement; even given two (2) years to perform.

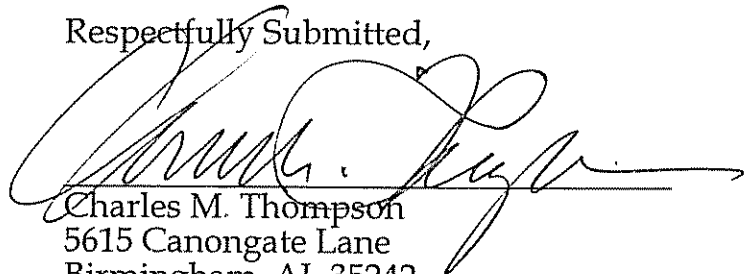
7. Your Objector further adopts the grounds of objection that are material and worthy that are filed by other Objectors in this cause.

8. Your Objector further suggests that following the settlement denial referred to in 3 (e.) above, AHS expects to forum-shop in the hope that this settlement would be approved; especially expecting the 11<sup>th</sup> U.S. Circuit Court of Appeals to affirm whatever this instant court does in this case...the usual result by the 11<sup>th</sup> Circuit in class action settlements.

9. Your Objector further reserves the right to amend his objection based upon review of additional documents in this cause.

**WHEREFORE**, this Honorable Court is requested to enter such order(s) as may be necessary and just so as to effect substantial justice in this cause between the parties and respecting principally the absent Class Members.

Respectfully Submitted,



Charles M. Thompson  
5615 Canongate Lane  
Birmingham, AL 35242  
Phone: (205)995-0068  
Fax: (205)995-0078

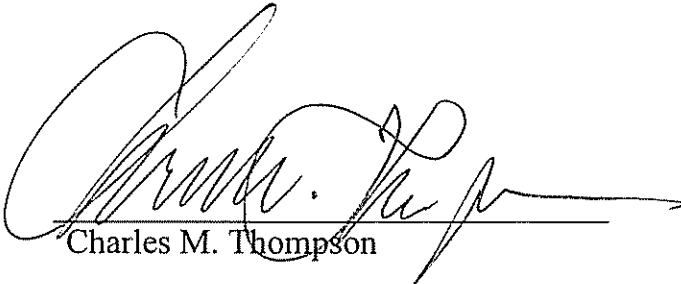
CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing has been served upon all counsel of record by electronic filing and UPS Overnight Delivery on this the 8th day of February, 2010 to:

Clerk of Court  
United States District Court  
For the Northern District of Alabama  
1729 Fifth Avenue North  
Birmingham, AL 35203

D. Frank Davis (via fax)  
John E. Norris  
Davis & Norris LLP  
2154 Highland Avenue South  
Birmingham, AL 35205  
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John E. Goodman (via fax)  
Bradley Arant Boult Cummings LLP  
One Federal Place  
1819 Fifth Avenue North  
Birmingham, AL 35203  
Fax (205) 521-8800



Charles M. Thompson

American Home Shield  
1524 Hwy. 30 East  
Carroll, IA 51401-0727

October 15, 2007

Charles Thompson  
5615 Canongate Ln  
Meadowbrook, AL 35242

*Hoover*  
RE: Contract Number: 12873184

Dear Mr. Thompson:

Thank you for your letter dated October 10, 2007.

After carefully reviewing your claim for the water heater located at the property listed above, I regret to inform you that American Home Shield cannot honor your request for replacement.

The technician with Quality Plumbing Service reported to American Home Shield that there was no mechanical failure with said water heaters. He did report there were problems with the hot water supply lines from the water heater. According to his diagnosis the dip tube of the water heater had dissolved and particles from these dip tubes have made their way into your hot water supply lines. American Home Shield does cover for leaks and breaks of water lines, however, flow restriction in water lines are not covered. Please refer to Section D, Item1 for specific details.

The terms of the contract are specific, and we must abide by the terms. Our evaluation has concluded, and this decision is final.

Thank you for your understanding in this matter.

Sincerely,

American Home Shield Corporation

*Barb Rath*

Barb Rath  
Executive Relations

BJR/ran