

**UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION AT CINCINNATI**

ETHAN RYDER, <i>et al.</i> , individually and on)	
behalf of all others similarly situated,)	
)	
Plaintiff,)	Case No. 1:19-CV-00638-TSB
)	
v.)	Judge Timothy S. Black
)	
WELLS FARGO BANK, N.A.)	Magistrate Judge Karen L. Litkovitz
)	
Defendant.)	

STIPULATION OF CLASS ACTION SETTLEMENT

The undersigned parties (collectively, the “Parties,” and each separately a “Party”), by and through their attorneys, enter into the following Stipulation of Class Action Settlement (the “Agreement”), subject to approval of the Court.

I. RECITALS

A. This Agreement is made and entered into this ____ day of May, 2021 by Ethan Ryder, Jose Aguilar, John Chambers, Kimberly Duncan, Elizabeth Manley, Maureen Mann, and Viola Thomas (“Plaintiffs”), on behalf of the Settlement Class, and Defendant Wells Fargo Bank, N.A. (“Wells Fargo” or “Defendant”). Capitalized terms used herein are defined in Section II or indicated in parentheses elsewhere in the Agreement. Subject to Court approval as required by applicable Federal Rules of Civil Procedure, and as provided herein, the Parties stipulate and agree that, in consideration for the promises and covenants set forth in the Agreement and on entry by the Court of a Final Judgment and Order Approving Settlement and the occurrence of the Effective Date, the Action shall be settled and compromised on the terms and conditions below.

B. On December 6, 2018, Plaintiff Ryder filed a Petition for Discovery in Warren County, Ohio. After limited motion practice, to resolve that action, Wells Fargo produced

documents to Plaintiff Ryder.

C. On August 2, 2019, Plaintiffs Diane Hawkins and Ethan Ryder filed a class action complaint titled *Hawkins v. Wells Fargo Bank, N.A.*, Master Docket No. 1:19-cv-00638-TSB, in this Court (hereafter, and including all amendments, “the Complaint”) seeking damages related to their allegations that trial loan modifications were erroneously denied by Wells Fargo due to excessive attorneys’ fees being included in the loan modification decisioning process. The Complaint alleged three causes of action: (1) breach of contract; (2) fraudulent concealment; and (3) intentional infliction of emotional distress (“IIED”).

D. On October 7, 2019, Wells Fargo moved to dismiss the Complaint. On June 18, 2020, Plaintiffs Hawkins and Ryder moved to sever Hawkins’ claims and amend the Complaint. Hawkins, Ryder, and Wells Fargo agreed to stay the Action and participate in a mediation. Specifically, the Parties agreed to mediate the claims of putative Settlement Class Members, including claims of Plaintiffs Jose Aguilar, Elizabeth Manley, John Chambers, Maureen Mann, and Viola Thomas, who had filed or planned to file their own actions related to their alleged Trial Loan Modification Denials. On October 8, 2020 and March 23, 2021, the Parties participated in two full-day mediation sessions with the Honorable Judge Morton Denlow (Ret.) and were able to reach an agreement. At all times, the Parties’ negotiations were adversarial, non-collusive, and at arms’ length. Ultimately, and with the mediator’s assistance, the Parties reached a settlement in principle (the “Settlement”), which is fully memorialized in this Agreement.

E. The Parties have no undisclosed agreement made in connection with this Agreement.

F. Wells Fargo denies any and all wrongdoing of any kind whatsoever and denies any liability to Plaintiffs or to the Settlement Class. In no event shall this Agreement, or any part thereof, be construed or deemed to be evidence of an admission or concession on the part

of Wells Fargo of any fault or wrongdoing of any kind, nor an admission or concession of liability of any kind, whether for damages or equitable or declaratory relief or any other form of legal remedy, or a concession of any infirmity in any of the defenses that have been asserted or could have been asserted in the Action. Wells Fargo, however, considers it desirable that all Released Claims against it be settled on the terms hereinafter set forth to avoid further expense, inconvenience, and delay, dispose of the Action, and put to rest all controversy concerning the claims that have been or could have been asserted in the Action. Therefore, for settlement purposes only, Wells Fargo, while continuing to deny any and all allegations of liability, has agreed to settle and terminate the Action against it as set forth herein.

G. This Agreement is entered into by and among the Parties, by and through their respective attorneys and representatives, and the Parties agree that (1) upon approval of the Court after the Final Approval Hearing, the Action and all Released Claims shall be settled and compromised as between the Settlement Class on the one hand, and Wells Fargo on the other hand; (2) upon Court approval of the Agreement, the [Proposed] Final Judgment and [Proposed] Order Approving Settlement, substantially in the form to be agreed on by the Parties, shall be entered dismissing the Action with prejudice and on the merits as to the Settlement Class, and releasing all Released Claims, as defined herein, against Wells Fargo and all Released Parties, all on the following terms and conditions; and (3) upon Court approval of the Agreement, the [Proposed] Final Judgment and [Proposed] Order Approving Settlement, substantially in the form to be agreed on by the Parties, Plaintiffs and/or Class Counsel shall dismiss with prejudice any other pending actions they filed against Wells Fargo related to the Released Claims.

II. DEFINITIONS

A. As used in this Agreement, the following capitalized terms have the meanings specified below:

1. “Action” means the class action captioned *Ethan Ryder v. Wells Fargo Bank, N.A.*, Master Docket No. 1:19-CV-638, including any amendments thereto.

2. “Administration Expenses” means the reasonable expenses incurred by the Class Action Administrator in administering the Awards.

3. “Agreement” means this Stipulation of Class Action Settlement.

4. “Award” means the monetary relief obtained by Settlement Class Members pursuant to Section V.A and V.B of the Agreement.

5. “Class Action Administrator” means the independent company retained by Defendant with the consent of Class Counsel and approved by the Court to administer the Settlement.

6. “Class Counsel” means Marc Dann of DannLaw, Michael L. Schrag, of Gibbs Law Group LLP, Richard M. Paul, III of Paul LLP, Gretchen Freeman Cappio of Keller Rohrback L.L.P., and Terence R. Coates of Markovits, Stock & DeMarco, LLC, whose contact information is:

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7. “Class Notice” means the notice that will be distributed via first-class mail. Class Notice will be substantially in the form to be agreed on by the Parties, will be submitted to the Court in connection with the Motion for Preliminary Approval of Settlement, and is discussed in Section XII.

8. “Complaint” means the class action complaint filed in the Action and includes any prior or future amendments thereto.

9. “Court” means the United States District Court for the Southern District of Ohio.

10. “Defendant” means Wells Fargo Bank, N.A., and includes, without limitation, all related entities including but not limited to parents, subsidiaries, agents, employees and assigns, predecessors, successors, and affiliates.

11. “Defendant’s Counsel” means Winston & Strawn LLP, whose contact information is:

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333 South Grand Avenue, 38th Floor
Los Angeles, California 90071

Kobi K. Brinson, Esq.
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Winston & Strawn LLP
300 South Tryon Street, 16th Floor
Charlotte, North Carolina 28202

12. “Effective Date” means either: (a) the date thirty-five (35) calendar days after the entry of the Final Judgment and Order Approving Settlement, if no timely motions for reconsideration, no appeals or other efforts to obtain review have been filed; or (b) in the event that an appeal or other effort to obtain review has been initiated, the date thirty-five (35) calendar days after such appeal or other review has been finally concluded and is no longer subject to review, whether by appeal, petition for rehearing, petition for rehearing en banc, petition for writ of certiorari, or otherwise.

13. “Fee Award” means the amount of attorneys’ fees and reimbursement of costs awarded by the Court to Class Counsel for all of the past, present, and future attorneys’ fees, costs (including court costs), expenses, and disbursements incurred by them and their law firms, experts, staff, and consultants on behalf of the Settlement Class Members or any individual Settlement Class Member in connection with the Released Claims.

14. “Final Approval Hearing” means the hearing to be conducted by the Court on such date as the Court may order to determine the fairness, adequacy, and reasonableness of the Settlement in accordance with applicable jurisprudence and to determine the Fee Award. The Parties shall request the Court set the Final Approval Hearing no earlier than sixty-five (65) calendar days after the Notice Date and no earlier than one hundred (100) calendar days after Preliminary Approval.

15. “Final Judgment and Order Approving Settlement” means an order and judgment entered by the Court:

- a. Giving final approval to this Agreement and this Settlement as fair, adequate, and reasonable;
- b. Providing for the orderly performance and enforcement of the terms and conditions of this Agreement;
- c. Dismissing the Action with prejudice and on the merits as to the Settlement Class;
- d. Discharging the Released Parties of and from all further liability for the Released Claims to the Releasing Parties; and
- e. Permanently barring and enjoining the Releasing Parties from instituting, filing, commencing, prosecuting, maintaining, continuing to prosecute, directly or indirectly, as an individual or collectively,

representatively, derivatively, or on behalf of them, or in any other capacity of any kind whatsoever, any action in any state court, any federal court, before any regulatory authority, or in any other tribunal, forum, or proceeding of any kind, against the Released Parties that asserts any Released Claims.

The actual form of the Final Judgment and Order Approving Settlement entered by the Court may include additional provisions as the Court may direct that are not inconsistent with this Agreement and will be substantially in the form to be agreed on by the Parties.

16. “Loan” means each Settlement Class Member’s home mortgage loan with Wells Fargo that is at issue in this Action.

17. “Loan Modification Denial” means the trial loan modification that Plaintiffs allege Wells Fargo denied due to excessive attorneys’ fees being included in the loan modification decisioning process.

18. “Motion for Preliminary Approval of Settlement” means the motion, to be filed by Plaintiffs, for Preliminary Approval of this Settlement and includes all supporting papers.

19. “Notice Date” means the last date, set by the Court, on which Class Notice is provided pursuant to the Notice Plan described in Section VII. The Notice Date shall be no later than sixty (60) calendar days after the Court enters the Preliminary Approval Order or such other date as the Court may order.

20. “Notice Plan” means the plan for dissemination of the Class Notice attached hereto as Exhibit B.

21. “Objection Deadline” means the date by which Settlement Class Members must file objections, if any, to the Settlement in accordance with Section IX.A.

22. “Opt-Out Deadline” means the date, to be set by the Court, by which a Request for Exclusion must be filed with the Class Action Administrator for a Settlement Class Member to be excluded from the Settlement Class in accordance with Section IX.C.

23. “Party” or “Parties,” unless otherwise specified, means Plaintiffs acting on behalf of themselves and the Settlement Class and Defendant Wells Fargo.

24. “Person” means a natural person, individual, corporation, partnership, association, or any other type of legal entity.

25. “Preliminary Approval Order” means the order to be entered by the Court, substantially in the form of Exhibit C preliminarily approving the Settlement, setting the date of the Final Approval Hearing, approving the Notice Plan and Class Notice, and setting the Opt-Out Deadline, Objection Deadline, and Notice Date.

26. “Release” means the release set forth in Section X of this Agreement.

27. “Released Claims,” as it applies to the claims released by the Settlement Class, means any and all claims, rights, causes of action, liabilities, actions, suits, damages, or demands of any kind whatsoever, known or unknown, that arise out or are based on any of the claims that were asserted or could have been asserted based on the subject loan modification denials, any failure to modify the loans, any subsequent modifications, and any short sales or other dispositions of the subject properties, including any and all claims for damages, injunctive relief, interest, attorneys’ fees, and litigation expenses.

28. “Released Party” as it applies to Wells Fargo includes all of its respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, and affiliates, and any and all of their past, present, and future officers, directors, employees, stockholders, partners, agents, servants, successors, attorneys,

insurers, representatives, licensees, licensors, customers, subrogees, and assigns. It is expressly understood that, to the extent a Released Party is not a Party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

29. “Releasing Party” as it applies to each Settlement Class Member includes each of their spouses, children, wards, heirs, devisees, legatees, invitees, employees, associates, co-owners, attorneys, agents, administrators, predecessors, successors, assignees, representatives of any kind, shareholders, partners, directors, or affiliates.

30. “Request for Exclusion” means the written communication that must be mailed to the Class Action Administrator and postmarked on or before the Opt-Out Deadline by a Settlement Class Member who wishes to be excluded from the Settlement Class.

31. “Settlement” means the terms, transactions, rights, obligations, conditions, Release, and other matters contemplated by, described in, or provided by this Agreement.

32. “Settlement Class” and “Settlement Class Member(s)” means all persons in the United States who between 2010 and 2018 (i) qualified for a home loan modification or repayment plan pursuant to the requirements of government-sponsored enterprises (such as Fannie Mae and Freddie Mac), the Federal Housing Administration (FHA), or the U.S. Department of Treasury’s Home Affordable Modification Program (HAMP); (ii) were not offered a home loan modification or repayment plan by Wells Fargo because of excessive attorneys’ fees being included in the loan modification decisioning process; (iii) whose home Wells Fargo did not sell in foreclosure; and (iv) are reflected in the Settlement Class List as defined herein. Excluded from the Settlement Class are: (a) Wells Fargo and its principals, affiliated entities, legal

representatives, successor, and assigns; (b) any Person who files a valid, timely Request for Exclusion; (c) federal, state, and local governments (including all agencies and subdivisions thereof); and (d) any Person who settled and released claims at issue in this Action.

33. “Settlement Class List” means the list of Settlement Class Members Wells Fargo will provide the Class Action Administrator prior to the Notice Date. That list will reflect a combination of the “Settlement Class Chart” and “Sub Mods” chart provided to Class Counsel during settlement negotiations, updated to reflect any changes identified during Wells Fargo’s review, subject to review by Class Counsel through the submission date.

34. “Settlement Consideration” means the monetary consideration exchanged by and between Wells Fargo and the Settlement Class as set forth in this Agreement, as defined more fully in Section V hereof. The Settlement Consideration is inclusive of attorneys’ fees, costs, reasonable Administration Expenses, and any reasonable Service Awards Plaintiff may request. The Settlement Consideration represents the limit and extent of Wells Fargo’s monetary obligations under this Agreement.

35. “Settlement Fund” shall be the amount of Twelve Million Dollars (\$12,000,000.00), subject to the additional payment provisions outlined in Section V.C “Limit of Relief” below. The Settlement Fund is inclusive of attorneys’ fees, costs, Service Awards, reasonable Administration Expenses, and other expenses outlined in Section VI.D below.

36. “Settlement Website” means the website created for the Settlement that will include information about the Action, the Agreement, the Settlement, and relevant documents and electronic and printable forms relating to the Settlement, including a

Spanish-language version of the Class Notice. The Settlement Website shall remain active until a reasonable time after the settlement payments are mailed or such later date as may be agreed to by Class Counsel and Defendant's Counsel.

37. "Service Award" means the amount of money that the Court authorizes to be paid to the Class Representatives in recognition of their efforts and risks in assisting with the prosecution of the Action.

38. "Unknown Claims" means any Released Claims that Plaintiffs or any Settlement Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Parties.

III. REQUIRED FILINGS

A. Before filing the Motion for Preliminary Approval, the Parties and their respective counsel agree that Ryder will file an amended complaint in the Action identifying Plaintiffs as defined herein as named plaintiffs and otherwise conforming to this Agreement. Class Counsel will draft the proposed amended complaint and provide it to Wells Fargo for any comments within a reasonable time before filing it with the Court.

B. Concurrent with the filing of the amended complaint contemplated in Section III.A, Plaintiffs will dismiss any cases they have filed, other than the Action, related to the Released Claims.

C. Within seven (7) days of the Effective Date, Class Counsel will dismiss with prejudice any pending cases they have filed on behalf of any Settlement Class Members, other than Plaintiffs, that are proceeding related to the Released Claims.

IV. CLASS CERTIFICATION AGREEMENT FOR SETTLEMENT PURPOSES ONLY

A. This Agreement is for settlement purposes only, and neither the fact of, nor any provision contained in this Agreement, nor any action taken hereunder, shall constitute, be construed as, or be admissible in evidence as an admission of: (1) the validity of any claim or

allegation by Plaintiffs or any Settlement Class Member, or of any defense asserted by Wells Fargo, in the Action or any other action or proceeding; or (2) any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party, Released Party, Settlement Class Member or their respective counsel; or (3) the propriety of class certification in the Action or any other action or proceeding.

B. For the sole and limited purpose of settlement only, and subject to the Court's final approval of the Settlement, Wells Fargo stipulates not to contest certification of the Settlement Class, which stipulation is contingent on the occurrence of the Effective Date. Should the Effective Date not occur, this Agreement shall be void and will not constitute, be construed as, or be admissible in evidence as, an admission of any kind or be used for any purpose in the Action or in any other pending or future action. Wells Fargo's agreement to class certification of the Settlement Class for settlement purposes only (and any statements or submissions made by the Parties in connection with seeking the Court's approval of this Settlement) shall not be deemed to be a stipulation as to the propriety of class certification, or any admission of fact or law regarding class certification, in any other action or proceeding, whether or not involving the same or similar claims. In the event the Court does not enter a Final Judgment and Order Approving Settlement, or the Effective Date does not occur, or the Agreement is otherwise terminated or rendered null and void, Wells Fargo's agreement to certification of the Settlement Class for settlement purposes shall be null and void. Nothing in this Agreement shall be admissible in any proceeding to certify this or any other classes in any other court under any circumstances.

V. SETTLEMENT CONSIDERATION

A. Monetary Relief. Within seven (7) calendar days of the Effective Date, Wells Fargo shall provide the Settlement Fund to the Class Action Administrator. The Settlement

Fund will include the Fee Award, Service Awards and Administration and other expenses outlined in Paragraph VI.D below.

B. Residual Funds Distribution. The Class Action Administrator will mail checks from the Settlement Fund directly to all Settlement Class Members who do not opt out of this Settlement within fourteen (14) days following the Effective Date. A postcard reminder notice will be sent to any Settlement Class Members who have not cashed their checks within ninety (90) days after issue. Any checks that are not cashed within one hundred and twenty (120) calendar days from the date of issue or that are returned to the Settlement Administrator as undeliverable after the first mailing and reasonable and customary efforts by the Settlement Administrator to locate an alternate address will cease to be the property of those Settlement Class Members and will be allocated to *cy pres* recipient, NeighborWorks America.

C. Limit of Relief. The Settlement Fund, the Service Awards, the Fee Award and the Administration Expenses, represent the limit and extent of Wells Fargo's monetary obligations under this Agreement. However, the Parties understand and agree that as of execution of this Agreement, Wells Fargo's review of the final Settlement Class List is ongoing, and that the consideration to be paid directly to Settlement Class Members from the Settlement Fund may be subject to some adjustment as a result. The Parties further agree that Wells Fargo will provide those additional funds as needed so the Settlement Fund covers additional Settlement Class Members (if any) identified during this review, which shall be calculated on the same basis as the payments required hereunder to Class Members. *See* Appendix A. Wells Fargo agrees to submit to the Class Action Administrator the Settlement Class List no later than ten (10) days before the Notice Date.

VI. CLASS ACTION ADMINISTRATION

A. Retention of Class Action Administrator. Wells Fargo shall, subject to the reasonable consent of Class Counsel and approval of the Court, retain a Class Action

Administrator to help implement the terms and conditions of the Agreement. Wells Fargo will ask the Class Action Administrator to sign a non-disclosure agreement and to communicate openly and fairly with both Parties. Wells Fargo will explain any bids received in sufficient detail to allow Class Counsel to form reasonable views. The Parties agree that the Class Action Administrator shall be approved by the Court, shall be an agent of the Court, and shall be subject to the Court's supervision as circumstances may require. Through the Settlement Fund, Wells Fargo will pay reasonable Administration Expenses and will not be responsible for any costs of additional services outside the scope of this Agreement, except that if the Class Action Administrator's expenses exceed those in the bids provided to Wells Fargo and explained to Class Counsel because Wells Fargo identifies additional class members, Wells Fargo agrees to bear such costs or direct the Class Action Administrator to bear such costs; such cost overruns shall not be borne by the Settlement Fund. The Class Action Administrator shall assist with various administrative tasks, including, without limitation:

- a. Obtaining from Wells Fargo the name and last known mailing address information for Settlement Class Members, for the purpose of sending checks and Notice to Settlement Class Members;
- b. Arranging for the dissemination of the Class Notice, including data standardization and de-duplication of the Settlement Class Members, pursuant to the Notice Plan agreed to by the Parties and approved by the Court;
- c. Updating addresses of Settlement Class Members through the National Change of Address system or similar database;
- d. Handling returned mail not delivered to Settlement Class Members, including making reasonable efforts to update addresses for undeliverable mailings;
- e. Making any additional mailings required under the terms of this Agreement or by law;

- f. Answering inquiries from Settlement Class Members and/or forwarding such inquiries to Class Counsel;
- g. Receiving and maintaining Requests for Exclusion;
- h. Maintaining the Settlement Website;
- i. Establishing the toll-free informational telephone number described in Section VI.F;
- j. Distributing payments to Settlement Class Members as approved by the Court;
- k. Disbursing payments from the Settlement Fund as set out in Section XI;
- l. Distributing IRS forms to Settlement Class Members as necessary;
- m. Completing and providing any tax forms necessary for Wells Fargo to effectuate the Settlement;
- n. Providing full and complete information about its activities to Class Counsel and Defendant's Counsel, including responding to inquiries and requests for information from Class Counsel and Defendant's Counsel and providing confirmation in writing to Class Counsel and Defendant's Counsel upon completion of the administration of the Settlement; and
- o. Otherwise assisting with administration of the Settlement.

B. The Class Action Administrator shall administer payments for the monetary relief for Settlement Class Members provided by this Agreement by operating in a cost-effective and timely manner consistent with the terms of this Agreement and the orders of the Court. The Class Action Administrator shall maintain records of all payments distributed until at least three hundred sixty-five (365) calendar days after the last of the payment checks to Settlement Class Members is issued and such records will be made available upon request to Class Counsel and Defendant's Counsel. Upon request by Class Counsel or Defendant's

Counsel, the Class Action Administrator shall provide reports totaling: (a) number of payments distributed; (b) number of opt out requests; and (c) such other information as reasonably required for Wells Fargo or Class Counsel to exercise their rights under this Agreement. Payment information and supporting documentation will be kept confidential by the Class Action Administrator and will be provided only to the Court on request, and to Class Counsel and Defendant's Counsel to the extent necessary to resolve issues relating to this Agreement. The Class Action Administrator also shall provide such reports and such other information as the Court may require.

C. The Class Action Administrator will use adequate and customary standards to administer the Settlement Fund and to pay only legitimate Settlement Class Members. The Class Action Administrator shall make all determinations concerning the eligibility of Settlement Class Members. In the event a Settlement Class Member is deceased, payments may be made to the Settlement Class Member's successor in interest, as verified by the Class Action Administrator.

D. Payment for Settlement Class Members. Payments from the Settlement Fund will be made directly by first class mail as set forth in Appendix A and within fourteen (14) calendar days after the Effective Date. The checks will be made jointly payable to co-borrowers on a Loan where applicable and will state that the checks must be cashed within one hundred twenty (120) calendar days from the date issued or they will become void. If there are uncashed checks the Class Action Administrator, in consultation with Defendant's Counsel and Class Counsel, will make adequate and customary efforts to contact and/or locate these Settlement Class Members. The Class Action Administrator will also send a postcard reminder notice to any Settlement Class Members who have not cashed their checks after ninety (90) days of issue. Any checks that are not cashed within one hundred twenty (120) calendar days from the date of issue or that are returned to the Settlement Administrator as undeliverable after

the first mailing and reasonable and customary efforts by the Settlement Administrator to locate an alternate address will cease to be the property of those Settlement Class Members and will be allocated to *cy pres* recipient NeighborWorks America.

E. Settlement Website. The Class Action Administrator shall maintain the Settlement Website and update it with information pertaining to this Settlement. The Settlement Website shall contain relevant documents, including but not limited to, the Class Notice (in English and Spanish); orders of the Court pertaining to the Settlement; this Agreement; and a toll-free telephone number and address to contact the Class Action Administrator by email and U.S. Mail. The Settlement Website shall remain active for a reasonable time after the settlement payments are mailed. The Parties shall use reasonable efforts to agree on all information and documents to be posted on the Settlement Website.

F. Toll-Free Number. The Class Action Administrator shall maintain a toll-free telephone number for Settlement Class Members to receive information about the Settlement. The Parties shall meet and confer regarding a set of frequently asked questions and answers to be used by the Class Action Administrator when answering Settlement Class Members' questions. Any disputes between the Parties as to those FAQs shall be resolved by the Class Action Administrator.

VII. NOTICE TO THE SETTLEMENT CLASS

A. No later than sixty (60) calendar days after entry of the Preliminary Approval Order or such other date as the Court may order, the Class Action Administrator shall cause the Class Notice to be disseminated to Settlement Class Members via regular mail in accordance with the Notice Plan to be agreed on by the Parties. The Class Notice shall be addressed to all co-borrowers on a Loan. The Parties acknowledge and agree that Class Notice pursuant to the Notice Plan is the best notice practicable under the circumstances of this case

to effect notice to the Settlement Class Members and that the Notice Plan comports with the requirements of due process.

B. Form of Class Notice. The Class Notice shall be substantially in the form of Exhibit B and approved by the Court, shall be posted on the Settlement Website and shall remain available until the Effective Date or such later date as agreed to by Class Counsel and Defendant's Counsel. The Class Notice shall set forth the following information:

1. Inform Settlement Class Members that, if they do not exclude themselves from the Settlement Class, they will be eligible to receive relief under the proposed Settlement;

2. Contain a short, plain statement of the background of the Action and the Settlement;

3. Explain the impact of the Settlement on any existing litigation, arbitration, or other proceeding;

4. State that any relief to Settlement Class Members is contingent on the Court's final approval of this Agreement;

5. Inform Settlement Class Members that they may exclude themselves from the Settlement Class by submitting a Request for Exclusion postmarked no later than the Opt-Out Deadline;

6. State that any Settlement Class Member who has not submitted a Request for Exclusion by the Opt-Out Deadline may, if he or she desires, object to the proposed Settlement by filing and serving a written statement of objection postmarked no later than the Objection Deadline;

7. State that any Settlement Class Member who has filed and served written objections to the proposed Agreement may, if he or she requests, appear at the Final Approval Hearing, either personally or through counsel;

8. State that any Final Judgment and Order Approving Settlement entered in the Action shall include, and be binding on, all Settlement Class Members who have not timely submitted a Request for Exclusion, even if they have objected to the proposed Settlement and even if they have any other claim, lawsuit, or proceeding pending against Wells Fargo arising from the Loan Modification Denial;

9. Explain the terms of the Release; and

10. Provide other information necessary or judicially required for Settlement Class Members to exercise or choose not to exercise their due process rights.

C. The Class Action Administrator shall provide the Court with a declaration attesting that the Class Notice was disseminated pursuant to the Notice Plan.

VIII. NOTICE UNDER THE CLASS ACTION FAIRNESS ACT

A. The Class Action Fairness Act of 2005 (“CAFA”) requires Wells Fargo to inform certain federal and state officials about this Settlement. *See* 28 U.S.C. § 1715.1.

B. Under the provisions of CAFA, the Class Action Administrator, on behalf of Wells Fargo, will serve notice on the appropriate officials within ten (10) calendar days after the Parties file the proposed Agreement with the Court. *See* 28 U.S.C. § 1715(b).

C. The Parties agree that Wells Fargo is permitted to provide CAFA notice as required by law and that any notice by Wells Fargo shall be done to effectuate the Settlement and shall not be considered a breach of this Agreement or any other agreement of the Parties.

IX. OBJECTIONS AND REQUESTS FOR EXCLUSION

A. **Objections.** Any Settlement Class Member who intends to object to the Settlement must do so within forty-five (45) days of the date of mailing of the Class Notice (the Objection Deadline). To object, the Settlement Class Member must file with the Court, a document that complies with Federal Rule of Civil Procedure 23(e)(5)(A),(B) and includes:

1. The name, address, telephone number, and, if available, the email address of the Person objecting, and if represented by counsel, of his/her counsel;

2. Specifically, and in writing, the specific legal and factual bases for all objections;

3. Copies of all papers, briefs, or document son which the objection is based;

4. Whether he/she intends to appear at the Final Approval Hearing, either with or without counsel, and if so, a list of all persons, if any, who will be called to testify in support of the objection;

5. A statement of his/her membership in the Settlement Class;

6. A detailed list of any other objections submitted by the Settlement Class Member, or his/her counsel, to any class actions submitted in any court, whether state or otherwise, in the United States in the previous five (5) years. If the Settlement Class Member or his/her counsel has not objected to any other class action settlement in any court in the United States in the previous five (5) years, he/she shall affirmatively state so in the written materials provided in connection with the objection to this Settlement;

7. A detailed list of all cases in the previous five (5) years, in which the Settlement Class Member (and/or his/her counsel) has received payment or other consideration in connection with forgoing or withdrawing an objection, or forgoing, dismissing, or abandoning an appeal from a judgment approving the proposal. The name, address, email address, and telephone number of all attorneys representing the objecting Settlement Class Member; and

8. The objecting Settlement Class Member's signature.

B. Any Settlement Class Member who fails to file and serve timely a written objection and notice of his/her intent to appear at the Final Approval Hearing pursuant to this

section shall not be permitted to object to the Settlement and shall be foreclosed from seeking any review of the Settlement or the terms of this Agreement by any means, including but not limited to an appeal. The objecting Settlement Class Member must mail his/her written objections to the following addresses:

<p>Objections—Wells Fargo Settlement Administrator Wells Fargo Notice Administrator c/o _____ _____ _____</p>	<p>Court Office of the Clerk Potter Stewart U.S. Courthouse Room 103 100 East Fifth Street Cincinnati, Ohio 45202</p>
<p>Class Counsel Marc Dann, Esq. DannLaw P.O. Box 6031040 Cleveland, Ohio 44115</p>	<p>Wells Fargo’s Counsel Amanda L. Groves, Esq. AGroves@winston.com Winston & Strawn LLP 333 South Grand Avenue, 38th Floor Los Angeles, California 90071</p>

C. Requests for Exclusion.

1. Any Settlement Class Member may request to be excluded (or “opt out”) from the Settlement Class. A Settlement Class Member who wishes to opt out of the Settlement Class must do so no later than forty-five (45) calendar days of the date of the mailing of Class Notice. To opt out, a Settlement Class Member must complete and mail to the Class Action Administrator a Request for Exclusion that is postmarked no later than the Opt-Out Deadline.

2. Requests for Exclusion that are postmarked after the Opt-Out Deadline will be considered invalid and of no effect, and the Person who untimely submits a Request for Exclusion will remain a Settlement Class Member and will be bound by any Orders entered by the Court, including the Final Judgment and Order Approving Settlement and the Release contemplated thereby. Except for those Persons who have properly and timely submitted Requests for Exclusion, all Settlement Class Members will be bound by this Agreement and the Final Judgment and Order Approving

Settlement, including the Release contained herein, regardless of whether they receive any monetary relief.

3. Any Person who timely and properly submits a Request for Exclusion shall not (a) be bound by any orders or the Final Judgment and Order Approving Settlement nor by the Release contained herein; (b) be entitled to any relief under this Agreement; (c) gain any rights by virtue of this Agreement; or (d) be entitled to object to any aspect of this Agreement.

4. Each Person requesting exclusion from the Settlement Class must personally sign his or her own individual Request for Exclusion. No Person may opt out of the Settlement Class by any other Person, or be opted-out by any other Person, and no Person shall be deemed opted-out of the Settlement Class through any purported “mass” or “class” opt outs. If there was more than one borrower on the applicable loan, both borrowers must personally sign the Request for Exclusion.

5. The Class Action Administrator shall provide Class Counsel and Defendant’s Counsel with a final list of any timely Requests for Exclusion received by the Class Action Administrator within five (5) business days after the Opt-Out Deadline.

X. RELEASE

A. The Agreement shall be the sole and exclusive remedy for any and all Released Claims of all Releasing Parties against all Released Parties. No Released Party shall be subject to liability or expense of any kind to any Releasing Party with respect to any Released Claims. Upon entry of the Final Judgment and Order Approving Settlement, each and every Releasing Party shall be permanently barred and enjoined from initiating, asserting, and/or prosecuting any Released Claim against any Released Party in any court or any forum whatsoever.

B. Upon entry of the Final Judgment and Order Approving Settlement, each Releasing Party shall be deemed to have released and forever discharged each Released Party of and from any and all liability for any and all Released Claims.

C. The Parties acknowledge that they may hereafter discover facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Release, but nevertheless fully, finally, and forever settle and release any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, may hereafter exist, or heretofore have existed based on actions, conduct, events, or transactions occurring on or before the date of the Agreement, without regard to subsequent discovery or the existence of such different or additional facts concerning each of the Released Parties.

D. Waiver of Civil Code Section 1542 and Similar Laws. With respect to any and all Released Claims, and upon entry of the Final Judgment and Order Approving Settlement without further action, the Parties shall be deemed to have waived any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code and any statute, rule, and legal doctrine similar, comparable, or equivalent to California Civil Code §1542, which reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

E. On and after the Effective Date, each of the Releasing Parties shall be deemed to have fully, finally, and forever released, relinquished, and discharged the Released Parties, from all claims of every nature and description, including Unknown Claims, relating to the defense, settlement, and/or resolution of the Action or the Released Claims.

F. The Parties agree that the Court shall retain exclusive and continuing jurisdiction over the Parties, Settlement Class Members, the Class Action Administrator, and the Class Action Administrator's Agent to interpret and enforce the terms, conditions, and obligations under the Agreement.

XI. COUNSEL FEES, SERVICE AWARDS, AND COSTS

A. Plaintiffs will file an application for fees and costs in an amount not to exceed Two Million Seven Hundred Nineteen Thousand, Ninety-Three Dollars (\$2,719,093.00) in attorneys' fees and Sixty-Five Thousand (\$65,000.00) in costs and expenses. Any amounts in fees and costs below these caps not awarded by the Court shall be retained by Wells Fargo. This will not, however, reduce or otherwise impact the consideration paid to the Settlement Class.

B. Within thirty (30) days of the Effective Date, the Class Action Administrator shall cause the Fee Award to be paid from the Settlement Fund. The Fee Award shall constitute complete consideration for all work performed and all expenses and costs incurred by Class Counsel on behalf of the Settlement Class, in whatever forum, and for all work to be performed and all expenses and costs to be incurred through the completion of the Action and consummation of this Settlement. The Class Action Administrator will be responsible for disbursing the Fee Award from the Settlement Fund consistent with the Court's Final Approval Order.

C. Wells Fargo agrees to pay up to Seventeen Thousand Dollars (\$17,000.00) as Service Awards to Plaintiffs. Specifically, Plaintiffs may each apply for Service Awards between Three Thousand Dollars (\$3,000.00) and Five Thousand Dollars (\$5,000.00), so long as the total requested for all Plaintiffs is no higher than \$17,000.00. Any amounts in Service Awards below \$17,000 shall be retained by Wells Fargo. The Class Action Administrator will be responsible for disbursing any Service Awards from the Settlement Fund.

XII. PRELIMINARY APPROVAL

A. The Parties and their respective counsel agree that Plaintiffs shall promptly seek Preliminary and Final Approval of the Settlement as described herein. Class Counsel shall draft both motions and provide them to counsel for Wells Fargo for comment within a reasonable time before filing with the Court. The Motion for Preliminary Approval of Settlement shall seek a Preliminary Approval Order from the Court, substantially in the form to be agreed on by the Parties, which, by its terms shall:

1. Determine preliminarily that this Agreement and the Settlement set forth herein fall within the range of reasonableness meriting possible final approval and dissemination of Notice to the Settlement Class;
2. Schedule the Final Approval Hearing to: (a) review objections, if any, regarding the Settlement; (b) consider the fairness, reasonableness, and adequacy of the Settlement; (c) consider Class Counsel's application for an award of attorneys' fees and reimbursement of expenses; (d) determine the validity of Requests for Exclusion and exclude from the Settlement Class those Persons who validly and timely opted out; and (e) consider whether the Court shall issue the Final Judgment and Order Approving Settlement approving the Settlement, dismissing the Action with prejudice and on the merits as to the Settlement Class and releasing all Released Claims;
3. Set a briefing schedule for the Final Approval Hearing;
4. Approve the Class Notice and Notice Plan;
5. Approve the designation of the Class Action Administrator;
6. Direct the Class Action Administrator to cause the Class Notice to be disseminated in the manner set forth in the Notice Plan on or before the Notice Date;
7. Determine that the Class Notice and Notice Plan (a) meets the requirements of Rule 23(c)(3) and due process; (b) is the best practicable notice under

the circumstances; (c) is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their right to object to the proposed Settlement or opt out of the Settlement Class; and (d) is reasonable and constitutes due, adequate, and sufficient notice to all those entitled to receive notice;

8. Require each Settlement Class Member who wishes to opt out of the Settlement Class to submit a timely written Request for Exclusion on or before the Opt-Out Deadline, as specified in Section IX.C herein;

9. Rule that any Settlement Class Member who does not submit a timely Request for Exclusion will be bound by all proceedings, orders, and judgments in the Action; and

10. Require any Settlement Class Member who wishes to object to the fairness, reasonableness, or adequacy of the Settlement or to the award of attorneys' fees, costs, and expenses, to deliver to Class Counsel and Defendant's Counsel and to file with the Court, by the Objection Deadline, all of the information described in Section IX.A.

11. Reflect that the Parties engaged in arms' length mediations before the Honorable Morton Denlow.

B. The Parties agree that other than with respect to matters encompassed by this Settlement, the Action shall be stayed while the Motion for Preliminary Approval is pending.

XIII. FINAL JUDGMENT AND ORDER APPROVING SETTLEMENT

A. This Agreement is subject to and conditioned upon (1) the issuance by the Court of the Final Judgment and Order Approving Settlement that grants final approval of the Settlement, and provides the relief specified herein, which relief shall be subject to the terms and conditions of the Agreement and the Parties' performance of their continuing rights and

obligations hereunder; (2) the Effective Date; and (3) the Parties' performance of their continuing rights and obligations hereunder.

B. The Parties shall request of that Court that the Final Judgment and Order Approving Settlement be substantially in the form to be agreed upon by the Parties and:

1. Confirm that the Notice Plan complied in all respects with the requirements of due process and Rule 23 by providing due, adequate, and sufficient notice to the Settlement Class;

2. Determine that the Agreement is entered into in good faith, is reasonable, fair, and adequate, and is in the best interests of the Settlement Class;

3. Dismiss the Action with prejudice and on the merits as to the Settlement Class;

4. Decree that neither the Final Judgment and Order Approving Settlement nor this Agreement constitutes an admission by Wells Fargo of any liability or wrongdoing whatsoever;

5. Release each Released Party from the Released Claims that any Releasing Party has, had, or may have in the future against any Released Party;

6. Bar and enjoin all Releasing Parties from asserting against any Released Party any Released Claim and bar and enjoin all Settlement Class Members from initiating or pursuing any claim or action barred by the Release; and

7. Retain the Court's continuing and exclusive jurisdiction over the Parties to the Agreement, including all Settlement Class Members, to construe and enforce the Agreement in accordance with its terms for the mutual benefit of the Parties.

XIV. REPRESENTATIONS AND WARRANTIES

A. Wells Fargo represents and warrants: (1) that it has the requisite corporate power and authority to execute, deliver, and perform the Agreement and to consummate the

transactions contemplated hereby; (2) that the execution, delivery, and performance of the Agreement and the consummation by it of the actions contemplated herein have been duly authorized by necessary corporate action on the part of Wells Fargo; and (3) that the Agreement has been duly and validly executed and delivered by Wells Fargo and constitutes its legal, valid, and binding obligation.

B. Plaintiffs represent and warrant that they are entering into this Agreement on behalf of the Settlement Class and the Releasing Parties of their own free will and without the receipt of any consideration. Plaintiffs further represent and warrant that they have reviewed the terms of the Settlement in consultation with Class Counsel and believe those terms to be fair and reasonable.

C. Except as set forth herein, the Parties represent and warrant that no other promise, inducement, or consideration for the Settlement has been made. No consideration, amount or sum paid, accredited, offered, or expended by Wells Fargo in its performance of this Agreement and the Settlement constitutes a fine, penalty, punitive damage, or other form of assessment for any claim against it.

XV. TERMINATION OF THIS AGREEMENT

A. Either Party may terminate this Agreement by providing written notice to the other Party within ten (10) calendar days of the occurrence of any of the following:

1. The Court does not enter a Preliminary Approval Order conforming in all material respects to Section XII.A and to the form agreed to by the Parties;
2. The Court does not conditionally and finally certify the Settlement Class as defined herein; or
3. The Court does not enter the Final Judgment and Order Approving Settlement conforming in all material respects to Section XIII.B and to the form agreed to by the Parties or, if entered, such Final Judgment and Order Approving Settlement is

reversed, vacated, or modified in any material respect by another court before the Effective Date.

B. It is expressly agreed that neither the failure of the Court to enter the Service Awards, the Fee Award nor the amount of any attorneys' fees and costs that may be finally determined and awarded, shall provide a basis for termination of this Agreement.

C. Either party may withdraw from and terminate this Agreement up to fifteen (15) calendar days before the Final Approval Hearing if the following occurs:

1. The Court fails to approve the Notice Plan, or requires material changes to the Notice Plan;

2. Any state attorney general, or any federal or state agency, regulator, or authority institutes a proceeding against any of the Released Parties arising out of or otherwise related to the Release, the Agreement, and/or the Settlement;

3. Any state attorney general, or any federal or state agency, regulator, or authority raises an objection to any aspect or term of the Agreement or Settlement that is not resolved by agreement;

D. Wells Fargo may withdraw from and terminate this Agreement up to fifteen (15) calendar days before the Final Approval Hearing if the following occurs:

1. Ten percent (10%) or more of the total Settlement Class Members opt out;
or

2. Five percent (5%) or more of the total Settlement Class Members opt out;
and

a. Thirty (30) or more Settlement Class Members identified in the Settlement Class List as "short sale" opt out; or

b. Forty (40) or more Settlement Class Members identified in the Settlement Class List as a "service transfer foreclosure" opt out.

If either Party elects to cancel the Agreement pursuant to Section XV.C or Section XV.D, the Agreement and all related documents exchanged or signed by the Parties or submitted to the Court shall be null and void and shall have no effect whatsoever upon the Action or its adjudication. If a Party withdraws or terminates pursuant to Section XV.C, the withdrawing Party shall be responsible for any Administration Expenses incurred in notifying Settlement Class Members of that withdrawal or termination.

E. In the event of termination, the terminating Party shall cause the Class Action Administrator to post information regarding the termination on the Settlement Website.

F. In the event this Agreement terminates for any reason, all Parties shall be restored to their respective positions as of immediately prior to the date of execution of this Agreement. Upon termination, Sections IV.A, IV.B, and XVI herein shall survive and be binding on the Parties, but this Agreement shall otherwise be null and void.

XVI. MEDIA COMMUNICATIONS

A. Plaintiffs, Class Counsel, and Defendant's Counsel shall not cause any aspect of the Action or the Settlement not available in the public record to be reported to the media or news reporting service, nor will the Parties issue a press release related to this Action. Wells Fargo may make such disclosures regarding the Action and the terms of the Settlement as it deems necessary in its filings with the Securities and Exchange Commission, to its auditors, or as otherwise required by state or federal law. Additionally, Wells Fargo and Class Counsel may respond to press inquiries from media or news reporting services. Class Counsel agrees their comments will be limited to comments supportive of the Settlement and not disparaging of Wells Fargo, limiting their comments to "We are pleased that we were able to settle this matter and look forward to obtaining the court's approval" or words to that effect. Wells Fargo agrees their comments will not disparage the Settlement.

XVII. MISCELLANEOUS PROVISIONS

A. Entire Agreement. This Agreement shall constitute the entire Agreement among the Parties with regard to the subject matter of this Agreement and shall supersede any previous agreements, representations, communications, and understandings among the Parties with respect to the subject matter of this Agreement. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or undertaking concerning any part or all of the subject matter of the Agreement has been made or relied upon except as expressly set forth herein.

B. Execution by Counterparts. This Agreement may be executed by the Parties in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures or signatures sent by email shall be deemed original signatures and shall be binding.

C. Notices. All notices to the Parties or counsel required by this Agreement shall be made in writing and delivered personally, by UPS, Federal Express, or similar service, next business day delivery, or sent by certified mail, postage prepaid, to the following:

Michael L. Schrag, Esq.
mls@classlawgroup.com
Gibbs Law Group LLP
505 14th Street, Suite 1110
Oakland, California 94612

Gretchen Freeman Cappio, Esq.
GCappio@kellerrohrback.com
Keller Rohrback L.L.P.
1201 Third Avenue, Suite 3200
Seattle, Washington 98101

Marc Dann, Esq.
Notices@dannlaw.com
DannLaw
P.O. Box 6031040
Cleveland, Ohio 44115

Terence R. Coates, Esq.
TCoates@msdlegal.com
Markovits, Stock & DeMarco, LLC
3825 Edwards Road, Suite 650
Cincinnati, Ohio 45209

Richard M. Paul III, Esq.
Rick@PaulLLP.com
Paul LLP
601 Walnut Street, Suite 300
Kansas City, Missouri 64106

If to Wells Fargo or Defendant's Counsel:

Amanda L. Groves, Esq.
AGroves@winston.com
Winston & Strawn LLP
333 South Grand Avenue, 38th Floor
Los Angeles, California 90071

Kobi K. Brinson, Esq.
KBrinson@winston.com
Winston & Strawn LLP
300 South Tryon Street, 16th Floor
Charlotte, North Carolina 28202

D. Good Faith. The Parties acknowledge that each intends to implement the Agreement. The Parties have at all times acted in good faith and shall continue to, in good faith, cooperate and assist with and undertake all reasonable actions and steps in order to accomplish all required events on the schedule set by the Court, and shall use reasonable efforts to implement all terms and conditions of this Agreement.

E. Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, assigns, executors, and legal representatives of the Parties to the Agreement, Wells Fargo, and the Released Parties.

F. No Third-Party Beneficiary Rights. The provisions of this Agreement are for the sole benefit of the Parties and their successors and permitted assigns, and will not be construed as conferring any rights to any third-party (including any third party-beneficiary rights).

G. No Collateral Attack. This Agreement shall not be subject to collateral attack by any Settlement Class Member or recipient of notices of this Agreement after the Final Judgment and Order Approving Settlement is entered.

H. Covenants Not to Sue. Plaintiffs, on behalf of the Settlement Class Members, covenant and agree: (i) not to file, commence, prosecute, intervene in, or participate in (as class members or otherwise) any action in any jurisdiction based on or relating to any of the Released Claims, or the facts and circumstances relating thereto, against any of the Released Parties; (ii) not to organize or solicit the participation of Settlement Class Members, or persons who would

otherwise fall within the definition of the Settlement Class but who requested to be excluded from the Settlement Class, in a separate class for purposes of pursuing any action (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action in any jurisdiction) based on or relating to any of the Released Claims or the facts and circumstances relating thereto, against any of the Released Parties; and (iii) that the foregoing covenants and this Agreement shall be a complete defense to any of the Released Claims against any of the Released Parties.

I. Arms-Length Negotiations. The determination of the terms of, and the drafting of, this Agreement, has been by mutual agreement after negotiation, with consideration by and participation of all Parties hereto and their counsel. Accordingly, the rule of construction that any ambiguities are to be construed against the drafter shall have no application. All Parties agree that this Agreement was drafted by Class Counsel and Defendant's Counsel at arms' length, and that no parole or other evidence may be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties or their attorneys, or the circumstances under which the Agreement was negotiated, made, or executed.

J. Waiver. The waiver by one Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.

K. Modification in Writing Only. This Agreement and any and all parts of it may be amended, modified, changed, or waived only by an express instrument in writing signed by the Parties.

L. Agreement Constitutes a Complete Defense. To the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of or contrary to this Agreement.

M. Tax Consequences. Plaintiffs and Class Counsel agree that if it is later determined by the Internal Revenue Service or any other taxing body that taxes of any type should have been paid in connection with any benefit they receive pursuant to this Agreement, Plaintiffs will be solely responsible for paying such taxes. Wells Fargo makes no representations or warranties regarding the legal effect or tax consequences of this Agreement, or any such filing or reporting by Wells Fargo. Plaintiffs and Class Counsel further expressly acknowledge that they neither received nor relied upon any tax advice from Wells Fargo or its representatives and attorneys.

IN WITNESS WHEREOF, each of the Parties hereto has caused the Agreement to be executed on its behalf by its duly authorized counsel of record, all as of the day set forth below.

ON BEHALF OF THEMSELVES AND THE PROPOSED SETTLEMENT CLASS:

Ethan Ryder Date: _____

Jose Aguilar Date: _____

John Chambers Date: _____

Kimberly Duncan Date: _____

Elizabeth Manley Date: _____

Maureen Mann

Date: 06/02/2021

Maureen Mann Date: _____

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Ethan Ryder

Date:

Jose Aguilar

Date:

John Chambers

Date:

Kimberly Duncan


Date:

Elizabeth Manley

Date:

Maureen Mann

Date:

DocuSigned by:

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June 1, 2021

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ON BEHALF OF THEMSELVES AND THE PROPOSED SETTLEMENT CLASS:

Ethan Ryder

Date:



05 / 28 / 2021

Jose Aguilar

Date:

John Chambers

Date:

Kimberly Duncan

Date:

Elizabeth Manley

Date:

Maureen Mann

Date:

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06 / 02 / 2021

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ON BEHALF OF THEMSELVES AND THE PROPOSED SETTLEMENT CLASS:

Ethan Ryder

Date:

Jose Aguilar

Date:

John Chambers

Date:

Kimberly Duncan

05 / 28 / 2021

Kimberly Duncan

Date:

Elizabeth Manley

Date:


Maureen Mann

Date:

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IN WITNESS WHEREOF, each of the Parties hereto has caused the Agreement to be executed on its behalf by its duly authorized counsel of record, all as of the day set forth below.

ON BEHALF OF THEMSELVES AND THE PROPOSED SETTLEMENT CLASS:



Ethan Ryder
Date: 05 / 29 / 2021

Jose Aguilar
Date: _____

John Chambers
Date: _____

Kimberly Duncan
Date: _____

Elizabeth Manley
Date: _____

Maureen Mann
Date: _____

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ON BEHALF OF THEMSELVES AND THE PROPOSED SETTLEMENT CLASS:

Ethan Ryder

Date:

Jose Aguilar

Date:

John Chambers

Date:

Kimberly Duncan

Date:



05 / 28 / 2021

Elizabeth Manley

Date:

Maureen Mann

Date:

Viola Thomas

Date:

ON BEHALF OF WELLS FARGO BANK, N.A.

Michael Weinbach

06/03/2021

Date:

Appendix A

ALL SETTLEMENT CLASS MEMBERS			
CATEGORY	TOTAL AMOUNT	# of Settlement Class Members	Amount Per Person
Short Sale	\$ 2,261,000.00	119	\$ 19,000.00
Service Transfer Foreclosed	\$ 3,159,000.00	243	\$ 13,000.00
Service Transfer NOT Foreclosed	\$ 1,010,000.00	202	\$ 5,000.00
Paid In Full	\$ 1,160,000.00	232	\$ 5,000.00
Active	\$ 565,000.00	113	\$ 5,000.00
Sub Mod	\$ 921,000.00	921	\$ 1,000.00
		1830	

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF OHIO

If Wells Fargo sent you a letter stating that it mistakenly denied you a trial loan modification and you did not lose your home to foreclosure by Wells Fargo, you could get a payment from a class action settlement.

A federal court authorized this notice. This is not a solicitation from a lawyer.

Hay una traducción completa de éste documento en nuestra pagina de red: www.XXXXXX.com

- Wells Fargo Bank, N.A. (“Wells Fargo”) has agreed to pay \$12 million to settle a class action lawsuit on behalf of borrowers who should have been offered a trial loan modification but were not due to a calculation error. The settlement applies only to those borrowers whose homes were not foreclosed upon by Wells Fargo.
- The settlement resolves a lawsuit over whether Wells Fargo violated the law by wrongfully refusing or failing to offer trial loan modifications because of this calculation error. Wells Fargo publicly acknowledged the discovery of the calculation error and has sent letters and checks to affected borrowers. Although Wells Fargo acknowledges the error, it denies that it has any further liability or that the erroneous calculations of trial payment plans caused any related damages.
- Class counsel will seek up to \$2,719,093 in attorneys’ fees, reimbursement of up to \$65,000 in litigation expenses, and payments of up to \$17,000 to the Class Representatives. Wells Fargo has agreed to pay these amounts separate from and in addition to the \$9,098,907 that will be distributed to class members.
- This settlement avoids the costs and risks from continuing the lawsuit; pays money to borrowers; and releases Wells Fargo from liability.
- The federal court still must decide whether to approve this settlement. You have the right to make your views known to the Court.
- **Your legal rights are affected whether you act or don’t act.** Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	Get a payment. Give up rights.
OBJECT	Write to the Court about why you don’t like the settlement. The deadline for submitting a written objection is [REDACTED].
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement. The Final Fairness Hearing is scheduled for [REDACTED].
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to ever be a part of another lawsuit against Wells Fargo about the legal claims in this case. The deadline to exclude yourself is [REDACTED].

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals are resolved. Please be patient.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION PAGE 3

- 1. Why did I get this notice package?
- 2. What is this lawsuit about?
- 3. Why is this a class action?
- 4. Why is there a settlement?

WHO IS IN THE SETTLEMENT..... PAGE 4

- 5. How do I know if I am part of the settlement?
- 6. Are there exceptions to being included?
- 7. I'm still not sure if I am included.

THE SETTLEMENT BENEFITS—WHAT YOU GET PAGE 5

- 8. What does the settlement provide?
- 9. How much will my payment be and how will these payments be calculated?

HOW YOU GET A PAYMENT PAGE 5

- 10. How do I get paid?
- 11. When will I get my payment?
- 12. What am I giving up to get a payment or stay in the Class?

EXCLUDING YOURSELF FROM THE SETTLEMENT..... PAGE 5

- 13. How do I get out of the settlement?
- 14. If I don't exclude myself, can I sue Wells Fargo for the same thing later?
- 15. If I exclude myself, can I get money from this settlement?

THE LAWYERS REPRESENTING YOU PAGE 6

- 16. Do I have a lawyer in the case?
- 17. How will the lawyers be paid?

OBJECTING TO THE SETTLEMENT PAGE 7

- 18. How do I tell the Court that I don't like the settlement?
- 19. What's the difference between objecting and excluding?

THE COURT'S FAIRNESS HEARING..... PAGE 8

- 20. When and where is the Fairness Hearing?
- 21. Do I have to come to the hearing?
- 22. May I speak at the hearing?

IF YOU DO NOTHING..... PAGE 9

- 23. What happens if I do nothing at all?

GETTING MORE INFORMATION PAGE 9

- 24. Are there more details about the settlement?
- 25. How do I get more information?

BASIC INFORMATION

1. Why did I get this notice package?

You have been identified as a borrower who was erroneously not offered a trial loan modification by Wells Fargo and whose home was not foreclosed on by Wells Fargo.

The Court has approved and authorized the sending of this notice to you because you have a right to know about a proposed settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the settlement. If the Court approves the settlement, and after objections and any appeals are resolved, an administrator appointed by the Court will make the payments that the settlement allows. You will be informed of the progress of the settlement at www.XXXXXX.com.

This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the Southern District of Ohio, and the case is known as *Ryder et al. v. Wells Fargo Bank*, Case No. 1:19-cv-638. The people who sued are called Plaintiffs, and the company they sued, Wells Fargo, is called the Defendant. U.S. District Judge Timothy Black is in charge of this class action.

2. What is this lawsuit about?

The lawsuit alleges that between 2010 and 2018, Wells Fargo miscalculated attorneys' fees that were used to help determine whether a borrower qualified for a trial mortgage loan modification under the U.S. Department of Treasury's Home Affordable Modification Program (HAMP). Specifically, fees that should have been compared for purposes of the relevant calculation were instead added, resulting in the erroneous refusal to offer a trial loan modification or repayment plan. Over 1,800 borrowers were impacted by this calculation error but did not lose their homes to foreclosure by Wells Fargo.

Wells Fargo publicly acknowledged the calculation error and sent letters and checks to affected borrowers. Plaintiffs filed this lawsuit to seek what they claim is full compensation for themselves and similarly situated borrowers. This settlement makes relief available to over 1,800 impacted borrowers.

Although it has publicly acknowledged the calculation error, Wells Fargo otherwise denies Plaintiffs' allegations. Wells Fargo denies that it breached a contract or that the erroneous calculations of trial payment plans caused any related damages.

3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case, Ethan Ryder, Jose Aguilar, John Chambers, Kimberly Duncan, Elizabeth Manley, Maureen Mann, and Viola Thomas) sue on behalf of people who have similar claims. All these people are Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Wells Fargo. Instead, both sides have agreed to the Settlement. That way, Class Members can receive certain and substantial payments and both sides avoid the multi-year delay, risk, and cost of a trial and appeal. The Class Representatives and the attorneys strongly believe the settlement is best for all Class Members given the risks of the case.

WHO IS IN THE SETTLEMENT

To see if you will get money from this settlement, you first have to determine whether you are a Class Member.

5. How do I know if I am part of the settlement?

You are a member of the Class if the calculation error caused Wells Fargo not to offer you a trial loan modification (even though you qualified for one) but Wells Fargo did not foreclose upon your home. You likely received a letter from Wells Fargo in 2019 or 2021 regarding the error, and the Parties believe based on Wells Fargo's records that you are likely a class member.

The Court's description of the Class is as follows:

All persons in the United States who between 2010 and 2018 (i) qualified for a home loan modification or repayment plan pursuant to the requirements of government-sponsored enterprises (such as Fannie Mae and Freddie Mac), the Federal Housing Administration (FHA), the U.S. Department of Treasury's Home Affordable Modification Program (HAMP); (ii) were not offered a home loan modification or repayment plan by Wells Fargo because of excessive attorneys' fees being included in the loan modification decisioning process; and (iii) whose home Wells Fargo did not sell in foreclosure.

6. Are there exceptions to being included?

If you received a letter from Wells Fargo stating that you were erroneously not offered a trial loan modification but were not due to a calculation error, that alone does not make you a Class Member. You are a Class Member only if **your home was not foreclosed upon by Wells Fargo**. You are also not a member of the class if (a) Wells Fargo sent you a letter but later determined that you in fact did not qualify for a trial loan modification or (b) you signed a settlement with Wells Fargo releasing the claims at issue in this case.

7. I'm still not sure if I am included.

If you are still not sure whether you are included, you can ask for free help. You can call 1-877-545-0236 or visit www.XXXXXXXXXX.com for more information.

THE SETTLEMENT BENEFITS—WHAT YOU GET

8. What does the settlement provide?

Wells Fargo has agreed to pay \$12 million. After attorney’s fees, costs, service awards, and settlement administration expenses are deducted, an estimated \$9,098,907 will be distributed to Class Members. These funds will be distributed as described in Sections 9 and 10.

9. How much will my payment be?

If you do nothing, you will receive a check for at least \$ _____. This is in addition to the \$ ____ Wells Fargo previously sent you. Your share of the settlement fund is based on whether you are still in your home and if you were later offered a trial loan modification after the calculation error. For a detailed explanation of the steps taken to calculate your settlement share, please go to www.XXXXXXXXXX.com and review the Allocation Plan document.

HOW YOU GET A PAYMENT

10. How can I get a payment?

You do not need to do anything. Your settlement payment will be mailed to you automatically if the Court approves the settlement, unless you exclude yourself from the settlement. If your address changes, please let the Settlement Administrator know your new address.

11. When would I get my payment?

The Court will hold a hearing on [date], to decide whether to approve the settlement. If the Court approves the settlement, there may still be appeals. It’s always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. You can check on the progress of the settlement at www.XXXXXXXXXX.com. Please be patient.

12. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself, you remain in the Class, which means you can’t sue, continue to sue, or be part of any other lawsuit against Wells Fargo about the legal issues in *this* case. It also means that the Court’s orders will apply to you and legally bind you. If you do not exclude yourself, you agree to the “Release” in [Section IX](#) of the Settlement Agreement, available at www.XXXXXXXXXX.com, which describes exactly the legal claims that you give up if you get settlement benefits.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don’t want a payment from this settlement, but you want to keep the right to sue or continue to sue Wells Fargo on your own about the legal issues in this case, you must take steps to get out. This is

called excluding yourself—sometimes referred to as “opting out” of the settlement Class.

13. How do I opt out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail entitled “Request for Exclusion.” **You must clearly say: “I want to be excluded from the settlement in *Ryder et al. v. Wells Fargo Bank* (Case No. 1:19-cv-638) (S.D. Ohio).”** Be sure to include your name, mailing address, telephone number, and your signature. If known, please also include the address of the property that was affected by Wells Fargo’s failure to offer a trial loan modification. If there was more than one borrower on the applicable loan (for example a spouse), both borrowers must personally sign the Request for Exclusion. Your exclusion request must be **postmarked no later than [date]** to:

Wells Fargo Exclusions

[address line 1]

[address line 2]

If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Wells Fargo in the future.

14. If I don’t exclude myself, can I sue Wells Fargo for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Wells Fargo for the claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from *this* Class to continue your own lawsuit. Remember, the exclusion deadline is [date].

15. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you will not receive any money from this settlement. But, you may sue, continue to sue, or be part of a different lawsuit against Wells Fargo.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Class Counsel in this case are DannLaw (www.dannlaw.com) in Cleveland, OH, Gibbs Law Group LLP (www.classlawgroup.com) in Oakland, CA, Keller Rohrback LLP (<https://www.kellerrohrback.com>) in Seattle, WA, Markovits, Stock & DeMarco, LLC (<https://www.mslegal.com>) in Cincinnati, OH, and Paul LLP (www.paulllp.com) in Kansas City, MO. You will not be charged for these lawyers.

If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to \$2,719,093 for attorneys' fees, reimbursement of up to \$65,000 in litigation expenses they incurred throughout this case, and payments of up to \$17,000 to the Class Representatives. The attorney's fees would pay Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. The Court may award less than these amounts. There will also be costs of \$100,000 to administer the settlement. These amounts will be paid by Wells Fargo and have already been accounted for in projecting the approximately \$9,098,907 available for Class Members and in providing the approximate amount of your settlement payment.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the settlement or some part of it.

18. How do I tell the Court that I don't like the settlement?

If you're a Class Member, you can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Fairness Hearing, either personally or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*Ryder et al. v. Wells Fargo Bank* (Case No. 1:19-cv-638) (S.D. Ohio)), (b) be submitted to the following addresses (i) Wells Fargo Notice Administrator c/o ADDRESS, (ii) the Court either by mailing them to the Office of the Clerk, United States District Court for the Southern District of Ohio, Potter Stewart U.S. Courthouse, Room 103, 100 East Fifth Street, Cincinnati, Ohio 45202, or by filing them in person at any location of the United States District Court for the Southern District of Ohio, (iii) Class Counsel- Marc Dann, Esq., Dann Law, P.O. Box 6031040, Cleveland, Ohio 44103, and (iv) Wells Fargo's Counsel- Amanda L. Groves, Esq., Winston & Strawn LLP, 333 South Grand Avenue, 38th Floor, Los Angeles, California 90071, and (c) be filed or postmarked on or before [date].

Be sure to include: (1) your name, mailing address, email address, and telephone number; (2) the specific legal and factual bases for your objections; (3) copies of all papers, briefs, or documents on which the objection is based; (4) whether you (or your attorney) intend to appear at the Final Fairness Hearing, and if so, a list of all persons, if any, who will be called to testify in support of the objection; (5) a statement that you are a member of the Settlement Class; (6) a detailed list of any other objections you (or your attorney) have submitted to any other class actions in any court, whether state or otherwise, in the last five years; (7) a detailed list of all cases in the previous five years in which you (or your attorney) has received payment or other consideration in connection with forgoing or withdrawing an objection, or forgoing, dismissing, or abandoning an appeal from a judgment approving the proposal; (8) the name, address, email address, and telephone number of any

attorneys representing you; and (9) your signature.

19. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

20. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at [time] on [day of the week, date], by telephone, video, or in person at the Potter Stewart U.S. Courthouse, 100 East Fifth Street, Cincinnati, Ohio 45202. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

The Court may reschedule the Fairness Hearing or change any of the deadlines described in this notice. The date of the Fairness Hearing may change without further notice to Class Members. Be sure to check the settlement website, www.XXXXXXXXXX.com, for news of any such changes. You can also check whether the hearing date or any deadlines have changed by accessing the case docket via the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.ohsd.uscourts.gov>.

21. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

22. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must indicate your desire to speak at the hearing in your objection letter (*see* section 18 above). You cannot speak at the hearing if you excluded yourself.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you do nothing, you'll receive a settlement payment as described above, as long as the Court approves the settlement. But, unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Wells Fargo about the legal issues in this case, ever again.

GETTING MORE INFORMATION

24. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in the Settlement Agreement available at www.XXXXXXXXXX.com.

You can email the settlement administrator at email@email.com or call 1-877-547-0236 toll free; or visit the website at www.XXXXXXXXXX.com, where you will find answers to common questions about the settlement, plus other information to help you determine whether you are a Class Member and whether you are eligible for a payment.

All the case documents that have been filed publicly in this case are also available online through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.ohsd.uscourts.gov>. This case is called *Ryder et al. v. Wells Fargo Bank*, and the case number is 1:19-cv-638 (S.D. Ohio).

You may also obtain case documents by visiting the office of the Clerk of Court for the United States District Court for the Southern District of Ohio, Potter Stewart U.S. Courthouse, Room 103, 100 East Fifth Street, Cincinnati, Ohio 45202, between 9:00 a.m. and 4:00 p.m., Monday through Friday, except court-observed holidays. More information about the clerk's office hours and other locations can be found at <https://www.ohsd.uscourts.gov>.

You can also contact Class Counsel for them to answer questions:

CLASS COUNSEL		
Rick Paul Paul LLP 601 Walnut Street, Suite 300 Kansas City, Missouri rick@paulllp.com	Michael L. Schrag Gibbs Law Group LLP 505 14th Street, Suite 1110 Oakland, California 94612 mls@classlawgroup.com	Marc Dann DannLaw P.O. Box 6031040 Cleveland, Ohio 44103 mdann@dannlaw.com
Gretchen Freeman Cappio, Esq. Keller Rohrback L.L.P. 1201 Third Avenue, Suite 3200 Seattle, Washington 98101 consumer@kellerrohrback.com	Terence R. Coates, Esq. Markovits, Stock & DeMarco, LLC 3825 Edwards Road, Suite 650 Cincinnati, Ohio 45209 TCoates@msdlegal.com	

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE

QUESTIONS? CALL 1-877-545-0236 TOLL FREE [confirm with JND whether we need to update this number], OR VISIT www.XXXXXXXXXX.com

TO INQUIRE ABOUT THIS SETTLEMENT

**QUESTIONS? CALL 1-877-545-0236 TOLL FREE [confirm with JND whether we
need to update this number], OR VISIT www.XXXXXXXXXX.COM**

**UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION AT CINCINNATI**

ETHAN RYDER, <i>et al.</i> , individually and on behalf of all others similarly situated,)	
)	
Plaintiff,)	Case No. 1:19-CV-00638-TSB
)	
v.)	Judge Timothy S. Black
)	
WELLS FARGO BANK, N.A.)	Magistrate Judge Karen L. Litkovitz
)	
Defendant.)	
)	

The parties to this litigation have entered into a Stipulation of Class Action Settlement (“Agreement”), which if approved, would resolve the claims of the Settlement Class. Class representatives Ethan Ryder, Jose Aguilar, John Chambers, Kimberly Duncan, Elizabeth Manley, Maureen Mann, and Viola Thomas (collectively “Representatives”) filed a motion to preliminarily approve the settlement and direct notice of the proposed class action settlement. Defendant Wells Fargo Bank, N.A. supports approval of the settlement. The Court has read and considered the Agreement and all exhibits thereto, including the proposed notice and related briefing, and has determined that Plaintiffs have provided the Court sufficient information to decide whether the settlement should be granted preliminary approval. The Court concludes that it is appropriate to direct notice in a reasonable manner to all Settlement Class Members who would be bound by the proposal because the parties’ showing establishes that the Court will likely be able to approve the proposal under Rule 23(e)(2) and certify the class for purposes of judgment on the proposal. *See* Fed. R. Civ. P. 23(e)(1)(B).

Likely Approval of the Settlement

1. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Agreement.
2. The Court has reviewed the terms of the Agreement, the exhibits thereto, Plaintiffs’

motion papers, the declaration of counsel, and all arguments made.

3. The Agreement is the product of litigation, including motion to dismiss briefing.

4. Based on its review, the Court will likely be able to approve the proposed settlement as fair, reasonable, and adequate under Rule 23(e)(2). *See* Fed. R. Civ. P. 23(e)(1)(B)(i). The Agreement: (a) results from efforts by Representatives and Class Counsel who adequately represented the class; (b) includes an amount of Settlement Consideration that was negotiated at arm's length during two full day mediations with Retired U.S. Magistrate Judge Morton Denlow; and (c) provides \$12,000,000 in all-cash relief to the Settlement Class, which is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effective proposed method of distributing settlement funds to the Settlement Class automatically without the need for a claims process; and (iii) the terms of the proposed award of attorney's fees and costs, and service awards to Representatives; and (iv) the treatment of Settlement Class Members equitably relative to each other.

Certification of Settlement Class

5. The proposed Settlement Class as defined is nearly identical to the litigation class identified in the Second Amended Complaint as:

All persons in the United States who between 2010 and 2018 (i) qualified for a home loan modification or repayment plan pursuant to the requirements of government-sponsored enterprises (such as Fannie Mae and Freddie Mac), the Federal Housing Administration (FHA), or the U.S. Department of Treasury's Home Affordable Modification Program (HAMP); (ii) were not offered a home loan modification or repayment plan by Wells Fargo because of excessive attorneys' fees being included in the loan modification decisioning process; (iii) whose home Wells Fargo did not sell in foreclosure; and (iv) are reflected in the Settlement Class List as defined herein.¹

¹ Excluded from the Settlement Class are: (i) Wells Fargo and its principals, affiliated entities, legal representatives, successor, and assigns; (ii) any Person who files a valid, timely Request for Exclusion; (iii) federal, state, and local governments (including all agencies and subdivisions thereof); and (iv) any Person who settled and released claims at issue in this Action.

6. The Court finds that certification of this action for purposes of settlement, pursuant to Rule 23(a) and (b)(3) is appropriate. The Court preliminarily finds for settlement purposes that: (a) the Settlement Class numbers in the thousands of persons, and joinder of all such persons would be impracticable, (b) there are common questions of law and fact that are common to the Settlement Class, those questions of law and fact common to the Settlement Class predominate over any questions affecting any individual Settlement Class Member; (c) the claims of the Representatives are typical of the claims of the Settlement Class they seek to represent for purposes of settlement; (d) a class action on behalf of the Settlement Class is superior to other available means of adjudicating this dispute; and (e) Representatives and Class Counsel are adequate representatives of the Settlement Class. Defendant retains all rights to argue the action is not properly certified as a class action other than for settlement purposes. The Court also concludes that, because the action is being settled rather than litigated, the Court need not consider manageability issues that might be presented by the trial of a nationwide class action involving the issues in this case. *See Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

7. Pursuant to Rule 23(g), the Court finds that the proposed Class Counsel will adequately represent the Class and hereby appoints Marc Dann of DannLaw, Michael L. Schrag, of Gibbs Law Group LLP, Richard M. Paul, III of Paul LLP, Gretchen Freeman Cappio of Keller Rohrback L.L.P., and Terence R. Coates of Markovits, Stock & DeMarco, LLC as Class Counsel.

Notice and Administration

8. The Court appoints JND as the Class Action Administrator and directs it to fulfill its notice duties and responsibilities specified in this Order and the Agreement.

9. The Court finds that the provision for notice to the Settlement Class set forth in the Settlement Agreement and Declaration of Class Action Administrator JND satisfies the requirements of due process and Federal Rule of Civil Procedure 23 and provides the best notice

practicable under the circumstances, including individual notice to all Settlement Class Members who can be identified through reasonable effort. The Court approves, as to form and content, the Proposed Class Notice attached hereto as Exhibit 1. The Class Notice is reasonably calculated to apprise Settlement Class Members of the nature of this litigation; the scope of the Settlement Class; the Settlement Class claims, issues, and defenses; the terms of the Agreement; the right of Settlement Class Members to appear, object to the Agreement, and exclude themselves from the Settlement Class and the process for doing so; of the Final Approval Hearing; and of the binding effect of a class judgment on the Settlement Class.

10. The Court therefore approves the proposed method of providing notice and directs JND to proceed with providing Class Notice to Settlement Class Members, pursuant to the terms of the Agreement and this Order.

11. Within ___ **days [no later than 60 days from this Order]** (the “Notice Date”), JND shall substantially complete its notice obligations consistent with the specifications of the Agreement including by disseminating notice to all reasonably identifiable Settlement Class Members by first class U.S. Mail and through publication of the detailed Settlement Website.

12. No later than **10 days before the hearing on final approval** of this settlement, JND shall provide an affidavit to the Court, attesting that Class Notice was disseminated in a manner consistent with the Agreement, including its exhibits.

Objections and Exclusions

13. Settlement Class Members who wish to opt-out and exclude themselves from the Settlement Class may do so by submitting such request in writing consistent with the specification listed in the Class Notice no later than **45 calendar days after the Notice Date**.

14. To be valid, a Settlement Class Member must complete and mail to the Class Action Administrator a Request for Exclusion that is postmarked by the Opt-Out Deadline and must be personally signed. If more than one borrower was on the applicable loan, both borrowers must personally sign the Request for Exclusion.

15. JND must provide Class Counsel and Defendant's Counsel with a final list of any timely Requests for Exclusion received by the Class Action Administrator within **five (5) business days after the Opt-Out Deadline**.

16. Any Settlement Class Member who wishes to object to the Settlement must, no later than **45 days after the Notice Date** submit a written notice of objection to Class Counsel, the Court, and counsel for Wells Fargo, as provided in the Agreement.

17. The written objection must contain the following:

- a. The name, address, telephone number, and, if available, the email address of the Person objecting, and if represented by counsel, of his/her counsel.
- b. The specific legal and factual bases for all objections.
- c. Copies of all papers, briefs, or documents on which the objection is based.
- d. Whether he/she intends to appear at the Final Approval Hearing, either with or without counsel, and if so, a list of all persons, if any, who will be called to testify in support of the objection.
- e. A statement of his/her membership in the Settlement Class.
- f. A detailed list of any other objections submitted by the Settlement Class Member, or his/her counsel, to any class actions submitted in any court, whether state or otherwise, in the United States in the previous five (5) years. If the Settlement Class Member or his/her counsel has not objected to any other class action settlement in any court in the United States in the previous five (5) years, he/she shall affirmatively state so in the written materials provided in connection with the objection to this Settlement.
- g. A detailed list of all cases in the previous five (5) years, in which the Settlement Class Member (and/or his/her counsel) has received payment or other consideration in connection with forgoing or withdrawing an objection, or forgoing, dismissing, or abandoning an appeal from a judgment approving the proposal, and.

h. The objecting Settlement Class Member's signature.

18. All Settlement Class Members who do not submit a Request for Exclusion shall be bound by the terms of the Agreement upon entry of the Final Approval Order and Judgment.

Final Approval Hearing and Schedule

19. The Court will hold a hearing on entry of final approval of the settlement, as well as an award of fees and expenses to Class Counsel at _____ a.m. on _____, at the Potter Stewart U.S. Courthouse of the United States District Court for the Southern District of Ohio, 100 East Fifth Street, Cincinnati, Ohio 45202. At the final approval hearing, the Court will consider: (a) whether the settlement should be approved as fair, reasonable, and adequate for the Settlement Class, and judgment entered on the terms stated in the Settlement Agreement; and (b) whether Plaintiffs' application for an award of attorney's fees and expenses to Class Counsel ("Fee Application") should be granted.

20. Plaintiffs shall move for final settlement approval and approval of attorney's fees and litigation expense reimbursements at a date such that the final approval hearing will occur no later than _____ **[no earlier than sixty-five (65) calendar days after the Notice Date and no earlier than one hundred (100) calendar days after Preliminary Approval]**.

21. The deadlines outlined above are summarized in the below chart.

22. The Court reserves the right to adjust the date of the final approval hearing and related deadlines.

23. All pending deadlines, except those specified herein, are hereby **VACATED**, and except for settlement approval proceedings, this matter is stayed.

Notice Date	_____ [within 60 days after entry of preliminary approval order]
Deadline to file Notice of Objection	45 days after the Notice Date
Deadline to Request Exclusion	45 days after the Notice Date
JND to provide class counsel list of timely Requests for Exclusion	5 business days after the Opt-Out Deadline
Deadline to file affidavit attesting notice was disseminated as ordered	10 days before the hearing on final approval
Final Approval Hearing	No earlier than sixty-five (65) calendar days after the Notice Date and no earlier than one hundred (100) calendar days after Preliminary Approval

IT IS SO ORDERED.

Dated: _____

HON. TIMOTHY S. BLACK
U.S. DISTRICT COURT JUDGE