

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA

*A federal court authorized this notice. This is not a solicitation from a lawyer. You have not been sued.*

**If you are a California residential mortgage borrower who (a) entered into a Home Affordable Modification Program (HAMP) Trial Period Plan with Wells Fargo Bank, N.A. a/k/a America’s Servicing Company effective on or before March 1, 2010, and (b) made all of the scheduled trial payments, but (c) did not obtain a permanent HAMP modification as a result of that Trial Period Plan, you could get a payment from a class action settlement.**

**Summary of the Class Action Settlement**

- A Settlement has been proposed in related class action lawsuits against Wells Fargo Bank, N.A. (“Wells Fargo”) pending in the United States District Court for the Northern District of California.
- The proposed Settlement will provide each Class Member an equal share (on a per loan basis) of \$750,000 in settlement of certain claims against Wells Fargo that the Court certified for class action treatment (the “Certified Claims”). As described below, the per-loan payment would be approximately \$65.45.
- Your legal rights with respect to the Certified Claims are affected whether or not you act. Your rights with respect to non-Certified Claims are not affected. Please read this Notice carefully.
- You are likely a “Class Member” if you meet the above criteria. If so, you should have received a notice of the Class Certification in this case last year. If you received notice by mail, it is because Wells Fargo’s records indicate you are a Class Member, and did not elect to exclude yourself from the Class last year. However, under the proposed Settlement, you have another opportunity to exclude yourself from the Class, as set forth below.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING</b>	Stay in this lawsuit and automatically get a payment in settlement of the Certified Claims (if the Settlement is approved and becomes Final). The Settlement <u>does not</u> require you to submit a claim in order to receive a payment. Give up your rights to sue or continue suing Wells Fargo on your own regarding the Certified Claims.
<b>ASK TO BE EXCLUDED</b>	Get no payment. Keep rights to file your own lawsuit (or continue to pursue an existing lawsuit) against Wells Fargo regarding the Certified Claims.
<b>OBJECT</b>	Write to the Court about why you do not like the Settlement.
<b>ATTEND A HEARING</b>	Ask to speak to the Court about the fairness of the Settlement at the Fairness Hearing, which is set for November 30, 2017, at 10:00 a.m. Any change to the date, time and location of the Fairness Hearing will be published at <a href="http://www.Corvello-JackmonHAMPClassAction.com">www.Corvello-JackmonHAMPClassAction.com</a> .

- These rights and options, **and the deadlines to exercise them**, are explained in this Notice.
- Settlement Payments will be made if the Court finally approves the Settlement and after any appeals are finally resolved and the Settlement becomes Final. Please be patient. It may be some time before the Settlement becomes Final.

**NEED MORE INFORMATION? HAVE QUESTIONS?  
VISIT [WWW.CORVELLO-JACKMONHAMPCCLASSACTION.COM](http://WWW.CORVELLO-JACKMONHAMPCCLASSACTION.COM)**

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## BASIC INFORMATION

### 1. WHY DID I GET NOTICE AND WHY SHOULD I READ IT?

This Notice is to inform you of a proposed settlement of related class action lawsuits, entitled *Corvello v. Wells Fargo Bank, N.A.* and *Jackmon v. America's Serving Company*, Case Nos. 10-cv-5072 and 11-cv-3884, brought on behalf of the Settlement Class, and pending in the United States District Court for the Northern District of California. The two lawsuits have been proceeding together and are collectively referred to as the "Action." The Court has granted Preliminary Approval of the Settlement and has set a final Fairness Hearing to take place on November 30, 2017 at 10:00 a.m. in the United States Courthouse, Courtroom 4 - 17th Floor, 450 Golden Gate Avenue, San Francisco, CA 94102, to determine if the Settlement is fair, reasonable, and adequate, and to consider the request by Class Counsel for attorneys' fees, expenses, and service awards for the Class Representatives.

This Notice explains the nature of the Action, the terms of the Settlement, and the legal rights and obligations of the Class Members. Please read this Notice carefully to determine whether you wish to participate in the Settlement. Your rights and options—**and the deadlines to exercise them**—are explained in this Notice. Your legal rights are affected regardless of whether you act.

### 2. WHAT ARE THESE LAWSUITS ABOUT?

Plaintiffs filed lawsuits claiming, generally speaking, that Wells Fargo's use of the Home Affordable Modification Program ("HAMP") Trial Period Plan ("TPP") constituted an unlawful, unfair, fraudulent and deceptive debt collection practice and that Wells Fargo improperly collected HAMP TPP payments from the Class Members who received the TPP until March 1, 2010. The lawsuits also claimed that the TPP was a contract that Wells Fargo breached, but those "contract claims" were not certified for class action treatment.

Wells Fargo does not believe that Plaintiffs' claims have merit and it denies any and all liability for the claims alleged in the Action. In addition, Wells Fargo asserts that California law does not entitle Plaintiffs or Class Members to a return of modified and/or trial payments that they made pursuant to their mortgages. Further, Wells Fargo states that the TPP is a government-form document that it was required to use, and that Wells Fargo's implementation of HAMP was consistent with directives issued by United States Department of Treasury, which oversaw the HAMP program.

Judge Vince Chhabria of the United States District Court for the Northern District of California (the "Court") is overseeing the case. On January 29, 2016 and April 18, 2016, the Court granted class certification as to Plaintiffs' claims that Wells Fargo's use of the HAMP TPP constituted unlawful, fraudulent, unfair and deceptive debt collection and business practices under California's Rosenthal Fair Debt Collection Practices Act, Cal. Civil Code §§ 1788, et seq. ("Rosenthal Act") and California's Unfair Competition Law, Business & Professions Code §§ 17200, et seq. ("UCL") (collectively, the "Certified Claims"). The Court denied certification of the breach of contract claims, which means that persons who believe they have contract claims against Wells Fargo based on the TPP have to pursue those individually. Although this Settlement impacts the right of a Class Member to sue or continue to sue about the Certified Claims, it does not impact a Class Member's rights to individually pursue a breach of contract claim or other claims in a different lawsuit. However, you should promptly consult an attorney because the statute of limitations may expire on your claims. In June 2016, Plaintiffs served Notice of Class Certification of the Certified Claims on all Class Members identified as such based on Wells Fargo's records.

On May 4, 2017, the Court entered summary judgment in Wells Fargo's favor as to the certified UCL claims, but denied Wells Fargo's motion for summary judgment on the certified Rosenthal Act claims. However, the Court has not decided whether Wells Fargo did anything wrong.

### 3. WHAT IS A CLASS ACTION?

A class action is a lawsuit in which one or more plaintiffs—in this case, the individuals Phillip Corvello and Amira Jackmon (“Plaintiffs”)—sue on behalf of themselves and other people who have allegedly similar claims. The individuals on whose behalf the Settlement has been made are called “Class Members” and those individuals are described in response to Question 5 below. In a class action, one court resolves the Certified Claims for all Class Members, except for those who “exclude” themselves from the Class. U.S. District Judge Vince Chhabria is in charge of this class action.

The Settlement has already been preliminarily approved by the Court. However, as the settlement of a class action determines the rights of all members of the Settlement Class, the Court in which this lawsuit is pending must give “final approval” to the Settlement before it can take effect. The Court has preliminarily approved the Settlement so that members of the Settlement Class can be given this Notice and the opportunity to exclude themselves from the Settlement Class or to voice their support or opposition to final approval of the Settlement. If the Settlement is not given final approval by the Court, or the parties terminate it, the Settlement will be void, and the lawsuit will continue as if there had been no Settlement.

### 4. WHY IS THERE A SETTLEMENT?

Based on the Court’s rulings to date, the parties have agreed to this Settlement in order to resolve this matter without the expense and uncertainties of additional litigation. Wells Fargo denies all allegations of wrongdoing or liability against it and believes that it has meritorious defenses to Plaintiffs’ claims. Plaintiffs and their attorneys believe that the Settlement is in the best interests of the Settlement Class, and that it is fair, reasonable, and adequate.

## WHO IS IN THE SETTLEMENT

To see if you are eligible for benefits, you first have to determine whether you are a Class Member.

### 5. WHO IS INCLUDED IN THE SETTLEMENT AND HOW DO I KNOW IF I AM A CLASS MEMBER?

With some limited exceptions, described below, the Class Members are California residential mortgage borrowers who (a) entered into a Home Affordable Modification Program (“HAMP”) Trial Period Plan (“TPP”) with Wells Fargo Bank, N.A. a/k/a America’s Servicing Company (“Wells Fargo”) effective on or before March 1, 2010, and (b) made the scheduled trial payments, but (c) did not obtain a permanent HAMP loan modification as a result of the pre-March 1, 2010 TPP (the “Class”). If you received notice in the mail, it is because Wells Fargo’s records indicate that you fit the definition and did not opt-out of the Class last year when you received notice of the class certification. Only persons who meet all of the criteria set forth above, or any other criteria the Court may later add, and who do not fall within one of the exclusions listed in the next paragraph, will be Class Members. If you were identified as a Class Member by mistake, or the Court later decides that you do not meet different or added qualifications, you will not be a Class Member. You are not a Class Member merely because you received this notice.

The Class does not include the following persons: (1) any Judge or Magistrate presiding over the lawsuit and members of their immediate families, (2) officers and directors (and members of their immediate families) of Wells Fargo, Wells Fargo’s subsidiaries, parent companies, successors, predecessors, and any entity in which Wells Fargo or its parent companies have a controlling interest, (3) persons who properly execute and serve a timely Request for Exclusion (see Question 12 below), (4) persons who timely opted out of the lawsuit in connection with the class notice that was mailed on or about June 28, 2016, and (5) persons who have already released their claims against Wells Fargo that are covered by this Settlement (including persons who were members of the settlement class in *Wigod v. Wells Fargo Bank*, N.A., No. 10-2348 (N.D. Ill.)), and the legal representatives, successors or assigns of any such excluded persons.

If you are unsure whether you are a Class Member, you may view an example of the HAMP TPP document at issue at [www.Corvello-JackmonHAMPClassAction.com](http://www.Corvello-JackmonHAMPClassAction.com).

**NEED MORE INFORMATION? HAVE QUESTIONS?  
VISIT [WWW.CORVELLO-JACKMONHAMPCCLASSACTION.COM](http://WWW.CORVELLO-JACKMONHAMPCCLASSACTION.COM)**

## THE SETTLEMENT BENEFITS – WHAT YOU GET

### 6. WHAT DOES THE SETTLEMENT PROVIDE?

If the Settlement becomes Final, Class Members will be automatically sent an equal share of \$750,000. The Settlement Payments would be made on a per-loan basis. Accordingly, if a loan in the Class has more than one borrower, those borrowers would share the Settlement Payment for that loan. If each Class Member for the 11,460 Class loans remains in the Class (i.e., do not elect to opt-out of the Settlement) and are not otherwise excluded from receiving a Settlement Payment, the per-loan payment would be approximately \$65.45. If any Settlement Payments are not cashed within 90 days of issuance, the unused funds will be redistributed in equal shares to Class Members who timely cashed a settlement payment, unless the redistributed payments would be less than \$5.00. Any unused funds after the Settlement Payments or the redistribution, if any, will be distributed to Community Housing Council of Fresno or to some other similar non-profit organization or organizations as the Court determines. No portion of the \$750,000 will be returned to Wells Fargo. The Settlement notice and distribution process will be administered by an independent settlement administrator approved by the Court, and paid for by Wells Fargo.

Any amounts for Settlement notice and administration, and any amounts awarded by the Court for Class Counsel's attorneys' fees and expenses or for a service award for each Class Representative will not be paid out of the \$750,000. Under the Settlement, these amounts will be paid separately by Wells Fargo, and on top of the \$750,000.

### 7. HOW CAN I GET A SETTLEMENT PAYMENT?

If you are a Class Member (as set forth in Question 5 above) and do not exclude yourself from the Settlement Class, you do not need to do anything to receive your Settlement Payment. Your Settlement Payment will be automatically mailed to you if the Court finally approves the Settlement and the Settlement becomes Final as set forth in Section 2.13 of the Settlement Agreement.

### 8. WHEN WOULD I GET MY SETTLEMENT PAYMENT?

The Court will hold a hearing on November 30, 2017 at 10:00 a.m. (which is subject to change), to decide whether to approve the Settlement. Even if the Court approves the Settlement, there may be appeals. The appeal process can take time, perhaps more than a year. You will not receive your Settlement Payment until any appeals are resolved. Please be patient.

### 9. IN RETURN FOR THESE SETTLEMENT BENEFITS, WHAT AM I GIVING UP?

Unless you "exclude" yourself from the Settlement Class by submitting a Request for Exclusion (see Appendix B at the end of this notice), you are staying in the Settlement Class, and that means you "release" and can't sue, continue to sue, or be part of any other lawsuit against Wells Fargo or certain other "Released Parties" about the "Certified Claims" in this Action. Your release of the Certified Claims includes any claims that you could have brought under the UCL or the Rosenthal Act regarding a HAMP TPP received on or before March 1, 2010, even if those claims are based on facts that you do not know or suspect to exist at this time, and which, if known, might affect your decision to agree, object, or not object to the Settlement. Although the release includes any claims under the UCL or Rosenthal Act, it does not include other claims you may have regarding a HAMP TPP received on or before March 1, 2010.

The Settlement Agreement at Sections 2.27, 2.28 and 5 describes these "Released Claims" and "Released Parties" in necessary legal terminology, so read them carefully. For ease of reference, we also attach the full release section in Appendix A to this notice. The Settlement Agreement is available at [www.Corvello-JackmonHAMPClassAction.com](http://www.Corvello-JackmonHAMPClassAction.com) or in the public court records on file in this lawsuit. You can talk to one of the lawyers listed in Question 10 below for free or you can, of course, talk to your own lawyer at your own expense if you have questions about the Released Claims or what they mean.

**NEED MORE INFORMATION? HAVE QUESTIONS?  
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## THE LAWYERS REPRESENTING YOU

### 10. WHO REPRESENTS THE SETTLEMENT CLASS?

- A. Class Representatives.** The Court has appointed Plaintiffs Phillip Corvello and Amira Jackmon to serve as the Class Representatives.
- B. Class Counsel.** The Court has approved the appointment of the following attorneys as Class Counsel:

Timothy G. Blood Thomas J. O'Reardon II <b>Blood Hurst &amp; O'Reardon, LLP</b> 701 B Street, Suite 1700 San Diego, CA 92101 (619) 338-1100 tblood@bholaw.com toreardon@bholaw.com <a href="http://www.bholaw.com">www.bholaw.com</a>	Thomas E. Loeser <b>Hagens Berman Sobol Shapiro LLP</b> 1918 Eighth Avenue, Suite 330 Seattle, WA 98101 (206) 623-7292 toml@hbsslw.com <a href="http://www.hbsslw.com">www.hbsslw.com</a>	Peter B. Fredman <b>Law Offices of Peter Fredman</b> 125 University Ave., Suite 102 Berkeley, CA 94710 (510) 868-2626 peter@peterfredmanlaw.com <a href="http://www.peterfredmanlaw.com">www.peterfredmanlaw.com</a>
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They are experienced in handling similar class action cases. You will not be charged for these lawyers. If you want to be represented by your own lawyer in connection with the Settlement, you may hire one at your own expense.

### 11. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court for an award of attorneys' fees and reimbursement of expenses up to \$540,590.06. If the Court approves the award, it will be paid by Wells Fargo. The Class Members will not have to pay anything toward the fees or expenses of Class Counsel.

Class Counsel will also petition the Court for service awards of up to \$5,000 each for the Class Representatives, Phillip Corvello and Amira Jackmon. These awards, if approved by the Court, will be paid by Wells Fargo separately from the \$750,000 for Settlement Payments to Class Members. The purpose of the service awards is to compensate the Plaintiffs for their time, efforts and risks taken on behalf of the Settlement Class. The Court may award less than these amounts.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a Settlement Payment, but you want to keep whatever legal rights you may have to sue or continue to sue Wells Fargo on your own, then you must take steps to get out. This is called excluding yourself—or is sometimes referred to as “opting out” of the Settlement Class.

### 12. DO I HAVE TO REMAIN IN THE CLASS, AND IF NOT, HOW DO I EXCLUDE MYSELF?

You do not have to remain in the Class and can exclude yourself (or “opt-out”) from the Settlement. If you do so, you will not be eligible to receive a Settlement Payment. If you choose to exclude yourself from the Settlement Class, you may pursue whatever legal rights you may have in any separate proceeding if you choose to do so, but you will have to do so at your own expense.

To exclude yourself from the Settlement Class, you must send a letter by mail saying that you want to be excluded from the Settlement Class. To ask to be excluded from the Settlement Class, send a letter that contains all of the following information: (1) the case name; (2) the full name and current address of the person seeking exclusion, (3) the address of the property subject to the mortgage loan for which a HAMP TPP was received on or before March 1, 2010, (4) the loan number for that loan, and (5) a statement that indicates a desire to be excluded from the Settlement Class in the Action, such as “I hereby request that I be excluded from the proposed Settlement Class in the Wells Fargo HAMP Class Action.”

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**Your exclusion request must be signed and also must be postmarked no later than October 31, 2017, and sent to the Settlement Administrator at the following address: Corvello-Jackmon HAMP Class Action, c/o GCG, P.O. Box 10296, Dublin, OH 43017-5896.**

Substantial compliance with the aforementioned procedures is required for you to exclude yourself from the Settlement. You may also use the ***Exclusion Request Form*** included below on this document or the one available at [www.Corvello-JackmonHAMPClassAction.com](http://www.Corvello-JackmonHAMPClassAction.com).

A Request for Exclusion that does not substantially comply with the aforementioned procedures will not be valid and the person asking to be excluded will be considered a member of the Settlement Class and will be bound as a Class Member by the Settlement.

No person may opt-out of the Class for any other person or be opted-out by any other person, and no Class Member can be opted-out of the Settlement Class through any purported “mass” or “class” opt-outs. Notwithstanding the above, when a Class loan is associated with more than one Class Member, a Request for Exclusion signed by one Class Member will serve to opt-out any other Class Member who is a borrower on the same loan.

***If you do not exclude yourself from the Settlement Class by mailing a Request for Exclusion postmarked by October 31, 2017, you will be deemed to have consented to the Settlement and to have released the Released Claims (as defined in the Settlement Agreement).***

### **13. WHAT HAPPENS IF I EXCLUDE MYSELF?**

If you elect to opt-out or exclude yourself from the Settlement, you will (i) not have any rights as a member of the Settlement Class pursuant to the Settlement; (ii) not be able to receive a Settlement Payment, (iii) not be bound by any further orders or judgments in this case, and (iv) remain able to pursue the claims alleged in the case against Wells Fargo by filing your own lawsuit at your own expense. If you proceed on an individual basis, you might receive more, or less, of a benefit than you would otherwise receive under this Settlement, or no benefit at all.

## **OBJECTING TO THE SETTLEMENT**

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

### **14. HOW CAN I TELL THE COURT THAT I DON’T LIKE THE SETTLEMENT?**

If you are a Class Member and do not exclude yourself from the Settlement Class, you or your attorney can oppose the Settlement, including Class Counsel’s request for fees and expenses, and have the right to appear before the Court to do so. **Your objection to the Settlement or your notice of intent to appear before the Court must be submitted in writing to the Court at the following address: Clerk of Court, United States District Court, 450 Golden Gate Avenue, San Francisco, CA 94102-3489, and be filed by October 31, 2017.**

To be timely, your objection must be **filed** with the Court by no later than October 31, 2017, at the following address:

Clerk of Court  
**United States District Court, Northern District of California**  
450 Golden Gate Avenue  
San Francisco, CA 94201-3489

The objection or notice of intent to appear must be in writing and signed and include the case name ***Corvello v. Wells Fargo Bank, N.A., Case No. 10-cv-5072 (N.D. Cal.)*** and/or ***Jackmon v. America’s Serving Company, Case No. 11-cv-3884 (N.D. Cal.)***. The letter ***must*** include the following information: (a) a heading which refers to the Action; (b) the objector’s name, address, telephone number and, if represented by counsel, the name, address, and telephone number of his/her counsel; (c) a statement that the objector is a Class Member; (d) a statement whether the objector intends to appear at the Fairness Hearing, either in person or through counsel; (e) a statement of the objection and the grounds supporting the objection; (f) copies of any papers, briefs, or other documents upon which the objection is based; and (g) the objector’s handwritten, dated signature (the signature of objector’s counsel, an electronic signature, or the annotation “/s”

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or similar annotation will not suffice). The Court will consider all objections and comments from Class Members. If you intend to appear at the Fairness Hearing through counsel, your objection or comment must also state the identity of all attorneys representing you who will appear at the Fairness Hearing.

Substantial compliance with the aforementioned procedures is required for you to make a legally valid objection to the Settlement. If you do not submit a written objection or comment on the proposed Settlement or the application of Class Counsel for attorneys' fees and expenses and each of the Class Representative's service awards, in substantial compliance with the deadline and procedure set forth above, you will waive your right to be heard at the Fairness Hearing. However, the Court may excuse your failure to file a written objection upon a showing of good cause, which, if granted, would permit you to still appear at the Fairness Hearing and object to the Settlement.

## **15. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?**

Objecting is telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class or the lawsuit. You cannot request exclusion **and** object to the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you. Class Members who do not exclude themselves may, if they wish, enter an appearance through their own counsel.

## **THE COURT'S FINAL FAIRNESS HEARING**

The Court will hold a "Fairness Hearing" to decide whether to give Final Approval to the Settlement. You may attend the Fairness Hearing, and you may ask to speak, but you don't have to.

## **16. WHAT IS THE EFFECT OF FINAL APPROVAL?**

If the Court grants final approval to the Settlement, whether you consider the Settlement favorable or unfavorable, any and all members of the Settlement Class who do not timely exclude themselves (or "opt-out") from the Settlement Class will not be permitted to continue to assert Released Claims in any other litigation against Wells Fargo or other persons and entities covered by the release. You can obtain a copy of the Settlement Agreement from the Clerk of the Court, online at [www.Corvello-JackmonHAMPClassAction.com](http://www.Corvello-JackmonHAMPClassAction.com), or by writing to the Settlement Administrator at: Corvello-Jackmon HAMP Class Action, c/o GCG, P.O. Box 10296, Dublin, OH 43017-5896. If you do not wish to be a Class Member, you must exclude yourself from the Settlement Class (see Questions 12-13, above).

If the Settlement is not approved, the case will proceed as if no settlement had been attempted or reached. There can be no assurance that if the Settlement is not approved and the case resumes that the Settlement Class will recover more than is provided for under the Settlement or that it will recover anything at all.

## **17. WHEN AND WHERE WILL THE COURT HOLD A HEARING ON THE FAIRNESS OF THE SETTLEMENT?**

A Fairness Hearing has been set for November 30, 2017 at 10:00 a.m., before Judge Vince Chhabria in Courtroom 4 (17th Floor) at the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102. **At the hearing, the Court will hear any comments, objections, and arguments concerning the fairness of the proposed Settlement, including the amount requested by Class Counsel for attorneys' fees and expenses. You do not need to attend this hearing. You also do not need to attend to have a comment or objection considered by the Court.** After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

**Note:** The date and time of the Fairness Hearing are subject to change by Court Order and any change will be posted at [www.Corvello-JackmonHAMPClassAction.com](http://www.Corvello-JackmonHAMPClassAction.com).

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## **18. DO I HAVE TO COME TO THE HEARING?**

No. Class Counsel will answer questions Judge Chhabria may have. But, you are welcome to come at your own expense. If you submit an objection, you do not have to come to the Court to talk about it. As long as you delivered your written objection on time, the Judge will consider it. You may also pay your own lawyer to attend, but it is not necessary.

## **19. MAY I SPEAK AT THE HEARING?**

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you (or your attorney, if you decide to hire one at your own expense) must: (1) file an objection as set forth above in response to Question 14; and (2) file an appearance with the Court, no later than ten (10) days before the Fairness Hearing, or as the Court may otherwise direct.

Be sure to include your name, address, telephone number, and your signature. You may also be required to provide proof that you are a Class Member. Your (or your attorney's) appearance must be filed with the Court no later than ten (10) days before the Fairness Hearing. You cannot speak at the Fairness Hearing if you exclude yourself.

If you want to speak at the Fairness Hearing without substantially complying with these procedures, you may still do so if you demonstrate good cause to the Court.

## **IF YOU DO NOTHING**

## **20. WHAT HAPPENS IF I DO NOTHING AT ALL?**

If you do nothing, you will be part of the Class. You will receive a cash payment from the Settlement as described in response to Questions 6-8 above. However, you will not be permitted to continue to assert Released Claims in any other litigation against Wells Fargo or other persons and entities covered by the release.

## **GETTING MORE INFORMATION**

## **21. HOW CAN I GET MORE INFORMATION?**

For more information, or to view key case documents, please visit the Settlement Website at [www.Corvello-JackmonHAMPClassAction.com](http://www.Corvello-JackmonHAMPClassAction.com). If you still have questions, you may contact Class Counsel by email or telephone at the addresses or numbers listed in response to Question 10 above.

You can also access information about this case through the Court's PACER website. To learn about PACER and register for a PACER account, go to <https://www.pacer.gov/>. Once you have a PACER account, you can access and retrieve documents from the Court's docket for the Action at <https://ecf.cand.uscourts.gov/cgi-bin/login.pl>. You can also access and retrieve documents from the Court's docket by visiting the Clerk's Office located at United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102.

PLEASE DO NOT ATTEMPT TO CONTACT THE COURT DIRECTLY BECAUSE IT CANNOT PROVIDE YOU WITH INFORMATION.

Appendix A – Release

Appendix B – Exclusion Request Form

**NEED MORE INFORMATION? HAVE QUESTIONS?  
VISIT [WWW.CORVELLO-JACKMONHAMPCCLASSACTION.COM](http://WWW.CORVELLO-JACKMONHAMPCCLASSACTION.COM)**

## APPENDIX A - RELEASE

**5.1 Released Claims.** Upon the Effective Date, the Releasing Parties shall, by operation of the Judgment, be deemed to have fully, finally, and forever released, relinquished, and discharged the Certified Claims in the Corvello Action and the Jackmon Action. For the avoidance of doubt, this Release concerns the Certified Claims, including the allegations that the HAMP TPP or Wells Fargo's use of the HAMP TPP constituted unlawful debt collection or was deceptive, unfair, or fraudulent or that the policies, systems, standards, practices, and procedures used by Wells Fargo for reviewing, processing, providing, accepting, denying, or otherwise determining eligibility in connection with Class Members' HAMP loan modification applications or trial plans constituted unlawful debt collection or were deceptive, fraudulent, or unfair in violation of the UCL or Rosenthal Act (collectively, the "Released Claims").

["Releasing Parties" means each Class Representative and any Class Member including their heirs, executors, personal representatives, guardians, estates, successors, assigns, and agents who does not timely submit a valid Request for Exclusion.]

**5.1.1** The Release set forth in Section 5.1 applies to any Released Claims that could have been brought under the UCL or the Rosenthal Act regarding a HAMP TPP received from Wells Fargo on or before March 1, 2010 and that the Releasing Parties do not know or suspect to exist, which, if known by them, might have affected their decision to enter into this Agreement and to release the Released Parties or the Released Claims or might affect their decision to agree, object, or not object to the Settlement. With respect to the Released Claims only, upon the date of Preliminary Approval, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

To view the full Settlement Agreement please visit the Settlement Website at [www.Corvello-JackmonHAMPClassAction.com](http://www.Corvello-JackmonHAMPClassAction.com).

**NEED MORE INFORMATION? HAVE QUESTIONS?  
VISIT [WWW.CORVELLO-JACKMONHAMPCCLASSACTION.COM](http://WWW.CORVELLO-JACKMONHAMPCCLASSACTION.COM)**



**APPENDIX B**

**EXCLUSION REQUEST FORM**

I want to be excluded from the Corvello-Jackmon HAMP Class Action. I understand that I will not be able to get any money or benefits if any become available from this case. However, I will not be bound by any Court orders, and I will keep any rights I have to sue about the claims in this case, as part of any other lawsuit (subject to any applicable statutes of limitations). DO NOT SEND THIS FORM IF YOU WANT TO STAY IN THE CLASS AND BE ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT.

Name:	
<input type="text"/>	
Current Address:	
<input type="text"/>	
City:	State: Zip:
<input type="text"/>	<input type="text"/> <input type="text"/>
Phone:	
( <input type="text"/> <input type="text"/> ) <input type="text"/> - <input type="text"/> <input type="text"/>	
Property Address:	
<input type="text"/>	
Property City:	State: Zip:
<input type="text"/>	<input type="text"/> <input type="text"/>
Loan Number:	
<input type="text"/>	
Signed:	Date:
<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>

If you want to be excluded, sign and mail this form, **postmarked by October 31, 2017** to:

Corvello-Jackmon HAMP Class Action  
c/o GCG  
P.O. Box 10296  
Dublin, OH 43017-5896