

## Class Notice

### **NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT**

**IF, FROM NOVEMBER 15, 2013 TO FEBRUARY 1, 2017, YOU COMMUNICATED IN WRITING WITH WELLS FARGO REGARDING YOUR LOAN, AND WELLS FARGO DID NOT FULLY RESPOND BECAUSE OF ACTIVE LITIGATION, ACTIVE MEDIATION, OR ACTIVE BANKRUPTCY, YOU MAY BE ENTITLED TO PAYMENT FROM A CLASS ACTION SETTLEMENT.**

This Notice of Pendency of Class Action and Proposed Settlement (“Notice”) was authorized by the United States District Court for the Northern District of Ohio.<sup>1</sup> It is not a lawyer solicitation.

Plaintiff Rachel Lieber brought a lawsuit against Wells Fargo Bank, N.A. (“Wells Fargo”) claiming that Wells Fargo violated the Real Estate Settlement Procedures Act (“RESPA”) by failing to properly respond to borrowers’ qualified written requests, requests for information, and/or notices of error due to active litigation, active mediation, or active bankruptcy. Wells Fargo denies all the claims in the lawsuit and that it has done anything wrong. Plaintiff and Wells Fargo have reached a proposed settlement of the lawsuit for a total of \$425,000.00. You are receiving this Notice because you may be a member of the Class that will be the subject of the settlement.

#### **A Summary of Your Rights and Choices:**

*Your legal rights are affected whether you act or don’t act. Please read this Notice carefully. Your rights and options—and the deadlines to exercise them—are explained in this Notice.*

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT</b>	
<b>STAY IN THE LAWSUIT AND RECEIVE A CASH AWARD</b>	To receive payment, you must submit a claim by <b>June 10, 2018</b> . If you stay in the Class, you give up the right to sue Wells Fargo separately and will be bound by the terms of the Agreement.
<b>DO NOTHING</b>	If you do not submit a claim but do not take the steps necessary to exclude yourself from the Class, you will not be entitled to payment, but you will remain a member of the Class. You will, therefore, give up the right to sue Wells Fargo separately and will be bound by the terms of the Agreement.
<b>EXCLUDE YOURSELF</b>	Get out of the lawsuit. Get no settlement benefits.
<b>OBJECT</b>	Stay in the lawsuit but write to the Court about why you do not like the settlement.

The Court still has to decide whether to approve the settlement. If the Court does not approve the settlement, Plaintiff will need to prove the claims against Wells Fargo at trial.

### **1. WHY SHOULD I READ THIS NOTICE?**

This Notice is provided pursuant to an order issued by the United States District Court for the Northern District of Ohio, Eastern Division (“Court”). This Notice serves to inform you of the proposed settlement and to notify you of the hearing (“Final Approval Hearing”) to be held by the Court to consider the fairness, reasonableness, and adequacy of the settlement, as set forth in the Agreement. This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. This Notice is not an expression of any opinion by the Court as to the merits of the claims or defenses asserted in the lawsuit.

<sup>1</sup> All capitalized terms used, but not defined herein, have the same meaning as the terms defined in the class action Settlement Agreement dated November 20, 2017 (“Agreement”).

## **2. WHAT IS THIS LAWSUIT ABOUT?**

### **A. The Allegations**

Plaintiff alleges that, in servicing mortgage loans, Wells Fargo violated RESPA by failing to properly respond to qualified written requests, requests for information, and/or notices of error due to active litigation, active mediation, or active bankruptcy. Wells Fargo contends that its current corporate policy is to comply with all of the provisions of RESPA, and that it properly coordinates its responses to qualified written requests, requests for information, and notices of error with its litigation counsel. Wells Fargo denies all the claims in the lawsuit and that it has done anything wrong.

The Court has not ruled in favor of Plaintiff or Wells Fargo. This Notice is not intended to be an expression of any opinion by the Court with respect to the truth of the allegations in this lawsuit or the merits of the claims or defenses asserted. This Notice is solely to advise you of the pendency of the Action and the proposed settlement and your rights in connection with that settlement.

### **B. Status of the Case**

On March 17, 2017, Plaintiff filed an amended complaint alleging that Wells Fargo violated RESPA in failing to properly respond to qualified written requests, requests for information, and notices of error because of active litigation, active mediation, or active bankruptcy. The Action has been heavily litigated. The Parties have engaged in extensive written discovery, exchanged thousands of pages of documents, and taken numerous depositions.

On July 27, 2017, Wells Fargo filed a Motion to Strike Class Allegations. On October 2, 2017, Plaintiff filed a Renewed Motion for Class Certification seeking to certify a class and a subclass. The Court has not ruled upon either Motion.

On October 25, 2017 and November 2, 2017, the Parties mediated their dispute with Magistrate Judge Jonathan D. Greenberg, U.S. District Court for the Northern District of Ohio, and had multiple follow-up communications in between. On November 2, 2017, the Parties reached an agreement to settle the Action on the terms set forth in the Agreement.

On December 5, 2017, the Court entered an order preliminarily approving the settlement, certifying the Class for settlement purposes only, authorizing this Notice to be sent to potential members of the Class, and scheduling the Final Approval Hearing to consider, among other things, whether to grant final approval of the settlement.

## **3. WHAT IS A CLASS ACTION AND WHO IS INVOLVED?**

In a class action, one or more persons called “class representatives” sue on behalf of other persons with similar claims. In this case, the class representative is Plaintiff Rachel Lieber.

The class representative and the persons on whose behalf she has sued together constitute the “Class” or “Class Members.” Their attorneys are called “Class Counsel.” The persons that have been sued are called “Defendants.”

In a class action lawsuit, one court resolves the issues for everyone in the class, except for those class members who “opt out” or exclude themselves from the class. The Court, by order dated December 5, 2017, certified a Class for purposes of settlement in this case.

## **4. HOW DO I KNOW IF I AM A CLASS MEMBER?**

If this Notice was addressed to you, and you were a “Borrower” on a “Federally Related Mortgage Loan” that was serviced by Wells Fargo, and during the period of November 15, 2013 to February 1, 2017, you sent Wells Fargo a qualified written request, request for information, and/or notice of error to which Wells Fargo did not fully respond due to active litigation, active mediation, or active bankruptcy, you are a Class Member.

A “Borrower” is a Person who is personally liable to make payments on a loan, and does not include a Person who signs only a mortgage or deed of trust but not the promissory note or other document evidencing a payment obligation. A Federally Related Mortgage Loan is a loan of money secured by a lien on a Person’s Residence and that is (a) made, insured, guaranteed, supplemented, or assisted by a lender that is insured or regulated by the Federal

Government; or (b) is intended to be sold to Fannie Mae, Ginnie Mae, or Freddie Mac; or (c) is made by a creditor (that is not an agency or instrumentality of any State) that invests in residential real estate loans aggregating more than \$1,000,000 per year. A Federally Related Mortgage Loan does not include transactions that are primarily for business, commercial, or agricultural purposes, or that are to the government or government agencies or instrumentalities.

Excluded from the Class are those Persons who request timely and valid exclusion from the Class pursuant to this Notice.

## **5. WHAT ARE THE REASONS FOR SETTLEMENT?**

The Court has not reached any decisions in connection with Plaintiff's claims against Wells Fargo. Instead, Plaintiff and Wells Fargo have agreed to this settlement. In reaching the settlement, they have avoided the cost, delay, and uncertainty of further litigation.

As in any litigation, Plaintiff and the proposed Class would face an uncertain outcome if they did not agree to the proposed settlement. The Parties expected that the case could continue for a lengthy period of time and that, regardless of who succeeded, the other party would file appeals that would postpone final resolution of the case. Continuation of the case against Wells Fargo could result in a judgment greater than this settlement. Conversely, continuing the case could result in no recovery at all or a recovery that is less than the amount of the settlement.

Plaintiff and Class Counsel believe that this settlement is fair and reasonable to the Class Members. They have reached this conclusion for several reasons. If the settlement is approved, the Class will receive monetary recovery. Additionally, Class Counsel believes that the significant and immediate benefits of the proposed settlement are an excellent result for the Class—especially given the risks and uncertainties of continued litigation.

Wells Fargo denies any wrongdoing, and its agreement to settle this Action shall in no event be construed or deemed to be evidence or an admission or concession on the part of Wells Fargo with respect to any claim or of any fault, liability, wrongdoing, or damage.

## **6. WHAT IS THE MONETARY VALUE OF THE PROPOSED SETTLEMENT?**

The settlement, if approved, will result in the payment of \$215,000.00 ("Settlement Fund"), which will be used to pay any incentive award to Plaintiff, Class Notice costs (including Class Notice, the printing and mailing of the Class Notice, and any additional notice ordered by the Court), administration costs, and payments to Class Members.

## **7. HOW MUCH WILL MY PAYMENT BE?**

After deducting notice costs, costs of administration, and Plaintiff's incentive award, the Administrator will create a settlement pool ("Settlement Pool") for Claimants whose claim for recovery has been allowed pursuant to the terms of the Agreement ("Claimants").

Each Claimant will receive the maximum amount of \$3,500.00. If, due to the number of Claimants, the Settlement Pool is insufficient for each Claimant to receive \$3,500.00, each Claimant's monetary relief will be reduced pro rata, so that the total value of the amounts paid to Claimants equals the amount remaining in the Settlement Pool. If, however, the amount of money remaining in the Settlement Pool is greater than the amount required to pay each Claimant \$3,500.00, the remainder shall be paid to the Legal Aid Society of Cleveland.

Distributions will be mailed to Claimants after all claims have been processed and after the Court has finally approved the settlement ("Distribution Date"). Checks issued to Claimants will remain valid for a period of 6 months after issuance, but will be cancelled as stale after such period. If there is any balance remaining in the Settlement Pool, by reason of un-cashed checks or otherwise, 7 months after the Distribution Date, the remaining amounts shall be paid to the Legal Aid Society of Cleveland.

Plaintiff, Wells Fargo, their respective counsel, and all other Released Parties shall have no responsibility or liability whatsoever for the investment or distribution of the Settlement Fund, the Settlement Pool, or any portion thereof, the distribution or payment of any Claim or nonperformance of the Administrator, the payment or withholding of taxes owed by the Settlement Fund, or any losses incurred in connection therewith.

## 8. HOW CAN I GET A PAYMENT?

Class Members who wish to receive payment must complete a Claim Form in timely fashion. This can be done using the Claim Form included with this Notice. Read the instructions carefully, fill out the Claim Form, sign it, and submit it by U.S. mail to the following address:

Lieber v. Wells Fargo  
P.O. Box 3757  
Portland, OR 97208-3757

All Claim Forms must be postmarked by **June 10, 2018**.

If you do not submit a Claim Form, you will not receive a payment from the Settlement Pool; however, unless you expressly exclude yourself from the settlement as described below, you will still be bound in all other respects by the settlement, the Judgment, and the release contained therein.

## 9. WHEN WOULD I GET MY PAYMENT?

The Court will hold a hearing on **April 25, 2018** at 9:00 a.m. to decide whether to approve the settlement. If the Court approves the settlement, there may be appeals. It is always uncertain whether those appeals can be resolved favorably, and resolving them can take time, perhaps more than a year. It also takes time for all the Claim Forms to be processed. If there are no appeals and depending on the number of Claim Forms submitted, the Administrator could distribute the Settlement Fund as early as 6 months after the Final Approval Hearing. Please be patient.

## 10. WHAT AM I GIVING UP TO GET A PAYMENT?

If the settlement is approved by the Court, the Court will enter a Final Judgment. Upon the Effective Date, Plaintiff and all Class Members shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever waived, released, relinquished, and discharged all Released Claims against the Released Parties, regardless of whether such Class Member ultimately cashes an award check or executes and delivers a Claim Form. The terms are as follows:

- “Released Claims” means all actions, claims, debts, demands, causes of action, and rights and liabilities whatsoever, at law or in equity, matured or unmatured, foreseen or unforeseen, known or unknown, suspected or unsuspected, contingent or noncontingent, whether class or individual in nature, against the Released Parties, belonging to Plaintiff and/or any or all Class Members and/or their respective heirs, assigns, beneficiaries, and successors, and any other Person claiming through or on behalf of them (collectively, the “Releasing Parties”), arising under federal state, local, statutory, or common law, or any other law, rule, or regulation, based upon, arising out of, or relating to, in any way, any request for information, qualified written request, or notice of error submitted to Wells Fargo during the Class Period, including all claims that were or that could have been brought in the Action arising out of Wells Fargo’s alleged failure to properly respond to qualified written requests, requests for information, and/or notices of error because of active litigation, active mediation, or active bankruptcy. Released Claims include Unknown Claims, but do not include claims to enforce any of the terms of the Agreement.
- “Released Parties” means and includes Wells Fargo (as herein defined), and its present, former, and future direct and indirect parent companies, affiliates, subsidiaries, agents, successors, predecessors-in-interest, and/or any financial institutions, corporations, trusts, or other entities that serviced or may hold or have held any interest in any retail installment contract that was or is the subject of a Released Claim, and all of their respective past, present, or future officers, directors, employees, attorneys, shareholders, agents, vendors (including processing facilities), and assigns, as well as the holder, owner, or third-party servicer of any contract that is the subject of the Agreement.

The above description of the proposed settlement is only a summary. The complete terms, including the definitions of the Effective Date and Unknown Claims, are set forth in the Agreement (including its exhibits), which you may obtain by contacting Class Counsel or the Administrator listed in the response to Question 13, below.

## 11. DO I NEED TO CONTACT CLASS COUNSEL IN ORDER TO RECEIVE A PAYMENT?

No. If you have received this Notice and submit your Claim Form in timely fashion as set forth in this Notice, you do not need to contact Class Counsel.

## 12. THERE WILL BE NO PAYMENTS IF THE AGREEMENT IS TERMINATED.

The Agreement may be terminated under several circumstances outlined in it. If the Agreement is terminated, the Action will proceed as if the Agreement has not been entered into.

## 13. WHO REPRESENTS THE CLASS?

The following attorneys are Class Counsel:

Marc E. Dann  
Brian D. Flick  
The Dann Law Firm  
P.O. Box 6031040  
Cleveland, OH 44103

Thomas A. Zimmerman, Jr.  
Zimmerman Law Offices, P.C.  
77 W. Washington Street, Suite 1220  
Chicago, IL 60602

If you have any questions, you are entitled to consult with Class Counsel by contacting counsel at the addresses listed above.

You may obtain a copy of the Agreement by contacting the Administrator at the following:

Lieber v. Wells Fargo  
P.O. Box 3757  
Portland, OR 97208-3757  
1-877-716-8650

## 14. HOW WILL THE LAWYERS BE PAID?

Class Counsel will file a motion for an award of attorneys' fees and expenses that will be considered at the Final Approval Hearing. Class Counsel will limit their application for an award of attorneys' fees to not more than \$210,000.00. In addition, Plaintiff may seek an incentive award in an amount not to exceed \$7,500.00 for the time and effort she expended in representing the Class. Class Members are not personally liable for any such fees or expenses.

The attorneys' fees and expenses requested will be the only payment to Class Counsel for their efforts in achieving the settlement and for their risk in undertaking this representation. They will receive no payment from the Settlement Pool. Pursuant to 12 U.S.C. 2605(f)(3), Class Counsel's attorneys' fees and costs may be assessed against and recovered from Wells Fargo in addition to and separate and apart from any actual and statutory damages that may be awarded to Class Members. **Any award of attorneys' fees and expenses will not reduce or affect the amount of money in the Settlement Pool to pay Claimants.**

Class Counsel have committed significant time and expenses in litigating this case for the benefit of the Class. To date, Class Counsel has not been paid for their services in conducting this Action on behalf of Plaintiff and the Class, or for their expenses. The fees requested will compensate Class Counsel for their work in achieving the settlement. The Court will decide what a reasonable fee award is and may award less than the amount requested by Class Counsel.

## 15. CAN I EXCLUDE MYSELF FROM THE SETTLEMENT?

If you do not want to receive a payment from this settlement, and you want to keep the right to sue or continue to sue Wells Fargo on your own (and at your own expense) about the legal issues in this case, then you must take steps to get out of the Class. This is called excluding yourself from, or "opting out" of, the Class.

To exclude yourself from the Class, you must send a letter by mail including the following statement: “I/we request to be excluded from the proposed class settlement in *Rachel Lieber v. Wells Fargo Bank, N.A.*, Case No. 1:16-cv-02868-PAG (United States District Court for the Northern District of Ohio).” The letter must also contain the full name, address, and signature of each Person requesting exclusion. Your exclusion request must be postmarked no later than **March 5, 2018**, and sent to the Administrator at the following:

Lieber v. Wells Fargo  
P.O. Box 3757  
Portland, OR 97208-3757  
1-877-716-8650

You cannot exclude yourself by phone or by email. If you make a proper request for exclusion, you will not receive a settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit.

## **16. IF I EXCLUDE MYSELF, CAN I STILL GET MONEY FROM THE SETTLEMENT?**

No. If you exclude yourself, you will no longer be a member of the Class and, as such, will not be entitled to recover any money. However, you may sue, continue to sue, or be part of a different lawsuit against Wells Fargo about the legal issues in this case.

## **17. CAN I OBJECT TO THE PROPOSED SETTLEMENT, THE REQUESTED ATTORNEYS’ FEES, THE REQUESTED REIMBURSEMENT OF COSTS AND EXPENSES, AND/OR THE AMOUNT EACH CLAIMANT WILL RECEIVE FROM THE SETTLEMENT POOL?**

Yes. If you are a Class Member, you can object to the settlement if you do not like any part of it. You can give reasons why you think the Court should not approve the settlement or parts of it. You may object to the requested attorneys’ fees, costs, and expenses, Plaintiff’s request for an incentive award, and/or the payment you are expected to receive from the Settlement Pool. The Court will consider your views.

To object, you must send a written statement saying you object to the settlement in *Lieber v. Wells Fargo Bank, N.A.*, Case No. 1:16-cv-02868-PAG (N.D. Ohio). The written statement must include (i) your name and current address; (ii) a statement that you are/were a Borrower on a Federally Related Mortgage Loan (you will also be required to provide a loan number upon request); (iii) the address of the Residence that was the subject of that Federally Related Mortgage Loan; (iv) the identification of the writing the Person sent to Wells Fargo at the Designated Address requesting information about or asserting an error concerning that Federally Related Mortgage Loan; (v) a statement that neither Wells Fargo nor its counsel provided all of the requested information or corrected the error within the time period provided by 12 U.S.C. 2605(e); (vi) the specific grounds for the objection and the reasons why you desire to appear and be heard; and (vii) all documents or writings that you desire the Court to consider.

Any objections must be received on or before **March 5, 2018**, by each of the following:

### **Court:**

Clerk of Court  
United States District Court, Northern District of Ohio, Eastern Division  
Carl B. Stokes U.S. Courthouse  
801 West Superior Avenue  
Cleveland, OH 44113-1847

### **Class Counsel:**

Thomas A. Zimmerman, Jr.  
Zimmerman Law Offices, P.C.  
77 W. Washington Street, Suite 1220  
Chicago, IL 60602

## Wells Fargo's Counsel

Scott A. King  
Thompson Hine LLP  
Austin Landing I  
10050 Innovation Drive, Suite 400  
Dayton, OH 45342-4934

Attendance at the Final Approval Hearing is not necessary to object; however, persons wishing to be heard at the Final Approval Hearing are required to indicate in their written objection their intention to appear at the hearing, the identity of any witnesses they may call to testify, and exhibits, if any, they intend to introduce into evidence.

Unless otherwise directed by the Court, any Class Member who does not make his, her, or its objection in the manner provided herein shall be deemed to have waived all objections to this settlement and shall be foreclosed from raising (in this proceeding or on any appeal) any objection to the settlement. Any untimely objection shall be barred.

### 18. WHAT IS THE DIFFERENCE BETWEEN OBJECTING TO, OR EXCLUDING YOURSELF FROM, THE SETTLEMENT?

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

### 19. WHAT ARE MY RIGHTS AND OBLIGATIONS UNDER THE SETTLEMENT?

If you are a Class Member and you do not exclude yourself from the settlement, you may receive the benefit of, and you will be bound by, the terms of the proposed settlement described in this Notice and set forth more fully in the Agreement, upon approval by the Court.

### 20. THE FINAL APPROVAL HEARING

The Final Approval Hearing will be held on **April 25, 2018**, at 9:00 a.m., before the Honorable Patricia A. Gaughan, at the United States District Court, Northern District of Ohio, Eastern Division, Carl B. Stokes United States Courthouse, 801 West Superior Avenue, Courtroom 19B, Cleveland, OH 44113-1847, for the purpose of determining whether (1) the proposed settlement of the Action should be approved by the Court as fair, reasonable, and adequate; (2) the Final Judgment as provided under the Agreement should be entered, dismissing the First Amended Class Action Complaint filed in the Action on the merits and with prejudice; (3) the release by the Class of the Released Claims, as set forth in the Agreement, should be provided to the Released Parties; (4) to award Class Counsel attorneys' fees and expenses; (5) to grant Plaintiff's request for an incentive award for the time and effort she expended in prosecuting this Action on behalf of the Class out of the Settlement Fund; and (6) the payments to the Class should be approved by the Court. The Court may adjourn or continue the Final Approval Hearing without further written notice.

### 21. MAY I SPEAK AT THE FINAL APPROVAL HEARING?

Yes, however, you must first inform the Court of your intention to speak at the Final Approval Hearing. To do so, you must send a letter stating that it is your "Notice of Intention to Appear in *Lieber v. Wells Fargo Bank, N.A.*, Case No. 1:16-cv-02868-PAG (N.D. Ohio)." Be sure to include your name, address, telephone number, and signature. Your Notice of Intention to Appear must be postmarked no later than **March 5, 2018**, and be sent to the Clerk of Court, Class Counsel, and Wells Fargo's counsel at the addresses listed above in Question 17. You cannot speak at the hearing if you exclude yourself from, or "opt out" of, the Class.

### 22. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer any questions that 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 is not necessary.

### **23. INJUNCTION**

The Court has issued an order enjoining Plaintiff and all Class Members, and anyone who acts or purports to act on their behalf, from instituting, commencing, maintaining, or prosecuting any action in any court or tribunal that asserts Released Claims against any Released Party, pending final determination by the Court of whether the settlement should be approved.

### **24. WHAT HAPPENS IF I DO NOTHING?**

If you do nothing and fail to complete a Claim Form in timely fashion as set forth above, you will get no money from this settlement. Unless you exclude yourself, you will not be able to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against Wells Fargo concerning legal issues falling within the scope of the release in the Agreement.

### **25. HOW DO I OBTAIN ADDITIONAL INFORMATION?**

This Notice contains only a summary of the terms of the proposed settlement. The records in this litigation may be examined and copied at any time during regular office hours, and subject to customary copying fees, at the office of the Clerk of Court, United States District Court, Northern District of Ohio, Eastern Division, United States Courthouse, 801 West Superior Avenue, Courtroom 19B, Cleveland, OH 44113-1847. In addition, settlement documents, including a Claim Form and the Agreement, may be obtained by contacting the Administrator at the following:

Lieber v. Wells Fargo  
P.O. Box 3757  
Portland, OR 97208-3757  
1-877-716-8650

**DO NOT WRITE TO OR TELEPHONE THE COURT FOR INFORMATION.**

Dated: December 5, 2017

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HONORABLE PATRICIA A. GAUGHAN  
UNITED STATES DISTRICT COURT JUDGE  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION