

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

If you owned real property in Washington State at any time since December 12, 2012 that was subject to a deed of trust or mortgage securing a loan serviced or held by Wells Fargo Bank, N.A., a class action settlement may affect your rights.

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

- A real property owner sued Wells Fargo Bank, N.A., for trespass, statutory trespass, conversion, and violation of the Washington Consumer Protection Act. Wells Fargo denies the claims raised in this lawsuit.
- The parties have entered into Settlement Agreement in a class-action lawsuit filed on behalf of all Washington residents who owned real property in Washington at any time since December 12, 2012 that was subject to a deed of trust or mortgage securing a loan serviced or held by Wells Fargo Bank, N.A. and whose property was entered upon by Wells Fargo Bank, N.A. or its agents to change locks, winterize, or remove items from the property before completion of foreclosure.
- Your legal rights may be affected by the Settlement, and you have a choice to make now. More detailed information about your legal rights can be found by viewing the Settlement Agreement at www.wellsfargopreforeclosureclassaction.com.

Your Legal Rights and Options in This Lawsuit	
Do Nothing	<p>Stay in this lawsuit. Receive a payment. Give up certain rights.</p> <p>By doing nothing, you keep the possibility of getting money from the settlement if it is approved by the Court. But, you give up any rights to sue Wells Fargo separately about the same or similar legal claims in this lawsuit.</p>
Ask to be Excluded	<p>Get out of this lawsuit. Get no benefits from it. Keep rights.</p> <p>If you ask to be excluded from the lawsuit you will not receive a payment. But, you keep any rights to sue Wells Fargo Bank separately about the same or similar legal claims in this lawsuit. If you elect to be excluded, your Exclusion Request must be postmarked no later than October 30, 2018.</p>
Object to the Settlement	<p>Stay in the Class. File a written objection to the Settlement with the Court.</p> <p>If you disagree with any portion of the Settlement Agreement, you may file a written Objection with the Court, which will be considered at the Final Approval Hearing. You may also ask to speak at the hearing. If you file an Objection you may not exclude yourself from the Settlement. If the Settlement is approved, you will be bound by the Settlement Agreement and you give up any rights to sue Wells Fargo separately about the same or similar legal claims in this lawsuit, but you will still be eligible to receive a payment from the Settlement Fund.</p>

BASIC INFORMATION

1. Why did I receive this notice?

Wells Fargo's records show that at some time since December 12, 2012 you owned real property in the state of Washington subject to a deed of trust or mortgage securing a loan serviced by Wells Fargo Bank, N.A. This notice explains that the parties have reached an agreement to settle a class action lawsuit that may affect you. You have legal rights and options that you may exercise before the Court decides whether to approve the Settlement. Judge Salvador Mendoza, Jr. of the United States District Court, Eastern District of Washington, is overseeing this class action. The lawsuit is known as *Valerie Rhodes v. Wells Fargo Bank, N.A.*, Civil Action No. 2:17-cv-0093-SMJ.

2. What is this lawsuit about?

Plaintiff alleges that Wells Fargo, without authorization, entered upon Plaintiff's property for the purpose of changing locks, performing winterizations, or removing items from the property before completing a foreclosure sale in violation of Washington law. Plaintiff also alleges that Wells Fargo wrongfully charged property owners or others fees for doing these things.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called "Class Representatives" (in this lawsuit Valerie Rhodes) sue on behalf of other people who have similar claims. The people together are a "Class" or "Class Members." The property owner who sued—and all the Class Members like her—are called the Plaintiffs. The company she sued (in this case Wells Fargo Bank, N.A.) is called the Defendant. One lawsuit resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class by opting out.

THE SETTLEMENT

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Wells Fargo. Instead, both sides agreed to a settlement. This way, they avoid the cost and risk associated with a trial, and the people affected will receive compensation. The Class Representative and her attorneys think the Settlement is best for the Settlement Class.

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

You are in the Settlement Class if at some time since December 12, 2012 you owned real property in the state of Washington subject to a deed of trust or mortgage securing a loan serviced by Wells Fargo Bank, N.A. and Wells Fargo Bank, N.A., or its agents, without authorization, entered your property to change locks, remove items from the property, or conduct winterizations, all before completing a foreclosure sale.

The Settlement Class does not include any persons who validly request exclusion from the Settlement Class, as described under Question 11. A person who does not exclude him or herself is a "Settlement Class Member."

If you have questions about whether you are part of the Settlement Class, you may call 1-888-730-7196 or visit www.wellsfargopreforeclosureclassaction.com for more information.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

To settle this lawsuit, Wells Fargo has agreed to pay \$26,305,000 into a Settlement Fund which will provide individual payments to all Settlement Class Members, an incentive award payment to the Class Representative, attorneys' fees and reimbursement of out-of-pocket litigation costs, and costs related to settlement administration.

Each Settlement Class Member will receive a payment from the Settlement Fund based on two or all of the following:

- a. All Settlement Class Members shall receive \$80 as compensation for the alleged damage done to the Settlement Class Member's property by a Lock Change;
- b. All Settlement Class Members will receive compensation for the reasonable fair market rental value of their home during the period of time a lock was allegedly installed and maintained on their home prior to foreclosure; and
- c. Those Settlement Class Members for whom Class Counsel has identified as having a removal of personal property service performed shall receive \$100 as compensation for the personal property removal.

7. How much will my payment be?

The total amount of your Settlement payment depends on the number of lock changes conducted on your property, the amount of time your locks were changed prior to completion of a foreclosure, and whether you were charged a fee by Wells Fargo for property removals prior to completion of a foreclosure. In no event will you receive less than \$80 for a lock change and your proportionate share of compensation for the reasonable fair market rental value of your home during the period of time a lock was installed and maintained on your home prior to foreclosure.

HOW TO GET A PAYMENT

8. How do I make a claim?

If you received a Notice you will automatically receive a payment if this Settlement is finally approved by the Court. You do not need to submit a claim form or contact anyone.

9. When will I get my payment?

If no appeals are filed within 30 days after the Court enters the Final Approval Order, then the Order will become final and the Settlement will be effective. The Class Administrator will mail checks to Settlement Class Members no later than 30 days from the Settlement's Effective Date (roughly 60 days after the Final Approval Hearing). The checks will be valid for 90 days from the date of issuance.

10. What am I giving up to get a payment and stay in the Settlement Class?

Unless you exclude yourself, you are staying in the Settlement Class and you will be a Settlement Class Member. That means you can't sue, continue to sue, or be part of any other lawsuit against Wells Fargo and additional released parties regarding its practice of entering upon your property, without authorization, for the purpose of inspecting the property, changing locks, performing winterization and other maintenance, and posting notices before completing a foreclosure sale in violation of Washington law. It also means that all of the Court's orders will apply to you and legally bind you.

The Settlement Agreement (available at www.wellsfargopreforeclosureclassaction.com) describes the claims you are releasing (the "Released Claims") and against whom you are releasing claims (Wells Fargo Bank, N.A. and the Released Parties) in detail, so read it carefully.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this Settlement or if you want to keep the right to sue or continue to sue Wells Fargo and the Released Parties, then you must take steps to remove yourself from the Settlement Class. This is called excluding yourself – or is sometimes referred to as “opting out” of the Settlement Class.

11. How do I opt out of the Settlement?

To exclude yourself from the Settlement you must send the request in writing to the Settlement Administrator saying that you want to be excluded from the *Rhodes v. Wells Fargo Bank, N.A.* settlement. You must include your name and address in the letter. You must mail your exclusion request postmarked no later than October 30, 2018 to the following address:

Wells Fargo Settlement Administrator
P.O. Box 9349
Dublin, OH 43017-4249

You may also submit your opt-out request via the settlement website: www.wellsfargopreforeclosureclassaction.com. If you ask to be excluded, you will not get any payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit.

12. Why would I ask to be excluded?

If you already have your own lawsuit against Wells Fargo alleging the same or similar claims as are alleged in this lawsuit and you want to continue with it, you need to ask to be excluded from the Class. If you exclude yourself from the Class—which also means to remove yourself from the Class, and is sometimes called “opting-out”—you won't get any money or benefits from the settlement between Wells Fargo Bank, N.A. and Plaintiffs. However, you may be able to sue or continue to sue Wells Fargo on your own. If you exclude yourself, you will not be legally bound by the Court's judgments in this class action.

13. If I exclude myself, can I get anything from this Settlement?

No. You will not receive a payment if you exclude yourself.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this lawsuit?

The Court decided that the law firms of Jeffers, Danielson, Sonn & Aylward, P.S. of Wenatchee, WA, are qualified to represent you and all Class Members. These law firms are referred to as “Class Counsel.” 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. The names and addresses of Class Counsel are:

Clay M. Gatens
Devon A. Gray
JEFFERS, DANIELSON, SONN & AYLWARD, P.S.
2600 Chester Kimm Road
P.O. Box 1688
Wenatchee, Washington 98807

15. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want to hire your own lawyer, you will have to pay that lawyer. For example, you can ask a lawyer to appear in Court for you if you want someone other than Class Counsel to speak for you.

16. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to \$6,576,625.00 to them for attorneys' fees and up to \$35,000.00 to reimburse their out-of-pocket expenses. These payments would pay Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also request a service award of \$10,000 for named Plaintiff, Ms. Rhodes, to compensate her for her time and effort during the litigation. Class Counsel's complete request for fees, costs, and the incentive awards to the named Plaintiff will be posted on the Settlement Website www.wellsfargopreforeclosureclassaction.com by October 1, 2018. The Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

17. How do I object to the Settlement?

If you are a Settlement Class Member and you do not exclude yourself from the Settlement Class, you can object to the Settlement if you don't like any part of it. Your written objection must provide your name, address, telephone number, and the reason(s) for your objection. You must file the objection with the Court no later than October 30, 2018, by mailing it to:

Rhodes v. Wells Fargo Bank, N.A.
Case No. 2:14-cv-0093-SMJ
Clerk's Office
U.S. District Court
P.O. Box 1493
Spokane, WA 99210-1493

18. What is the difference between objecting and excluding myself from the Settlement?

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

THE COURT'S FAIRNESS HEARING

19. When and where will the Court hold a hearing on the fairness of the Settlement?

The Court will hold the Final Fairness Hearing on December 18, 2018 at 10:30 a.m., before the Honorable Salvador Mendoza, Jr. at the United States District Court for the Eastern District of Washington, 920 West Riverside Avenue, Spokane, WA 99201, Room 755. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interest of the Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees and expenses and the incentive award to the Class Representative. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

The date and time of the Final Fairness Hearing are subject to change by Court Order. Any changes will be posted at the Settlement website, www.wellsfargopreforeclosureclassaction.com.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. You are welcome to come to the hearing at your own expense. If you send an objection you don't have to come to the Court to talk about it. As long as your written objection was filed or mailed on time, and meets the other criteria described in the Settlement Agreement, the Court will consider it. You may also pay a lawyer to attend, but you don't have to.

21. May I speak at the hearing?

If you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the hearing concerning any part of the proposed Settlement Agreement. If you filed an objection (see Question 17 above) and intend to appear at the hearing, you must state your intention to do so in your objection. To speak, you must send a letter saying that it is your "Notice of Intention to Appear" in "*Rhodes v. Wells Fargo Bank, N.A.*, No. 2:14-cv-0093-SMJ." Be sure to include your name, address, telephone number, that you are a Class Member, and your signature. Your Notice of Intention to Appear must be received at the address in Question 17, no later than December 8, 2018. You cannot speak at the hearing if you exclude yourself.

22. What happens if I do nothing at all?

If you do nothing, you will be a member of the Settlement Class and you will be sent a payment if the Court finally approves the Settlement.

GETTING MORE INFORMATION

23. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You may review and download or print a copy of the Settlement Agreement via the Settlement Website at www.wellsfargopreforeclosureclassaction.com. You can also get a copy of the Settlement Agreement by writing to the Wells Fargo Settlement Administrator at P.O. Box 9349, Dublin, OH 43017-4249.

24. How do I get more information?

You can call 1-888-730-7196 toll free; write to the Wells Fargo Administrator, P.O. Box 9349, Dublin, OH 43017-4249; or visit the website at www.wellsfargopreforeclosureclassaction.com where you will find answers to common questions about the Settlement, the Exclusion Request Form, the Settlement Agreement, Complaint for Class Action and Damages, Class Counsel's motion for an award of attorneys' fees and costs, and other information.

PLEASE DO NOT CONTACT THE COURT, THE JUDGE, OR THE DEFENDANTS WITH QUESTIONS ABOUT THE SETTLEMENT.