

UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA
CORVELLO V. WELLS FARGO BANK, N.A. CASE NO. 10-5072 VC
JACKMON V. AMERICA'S SERVICING COMPANY, CASE NO. 11-3884-VC

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

This is notice of a class action lawsuit that will affect the rights of any California residential mortgage borrower 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 that TPP (the “Class”).

IF YOU FIT THIS DESCRIPTION, THEN YOU MUST ACT BY AUGUST 29, 2016, IF YOU WISH TO BE EXCLUDED FROM THE CLASS. PLEASE READ THIS NOTICE FOR FURTHER INFORMATION TO HELP YOU DECIDE.

Summary:

- Plaintiffs sued Wells Fargo Bank on behalf of a class of 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 that TPP (the “Class”).
- Plaintiffs claim that Wells Fargo used deceptive and fraudulent practices to collect TPP payments because the TPP falsely led borrowers to believe that Wells Fargo intended to provide permanent HAMP loan modifications at the end of the trial period or written denials before the end of the trial period.
- A federal court certified these claims on behalf of California residential mortgage borrowers who fit the above description of the “Class.” You are a “Class Member” if you meet all of the criteria set forth above. If you received notice by mail, it is because Wells Fargo’s records indicate you are a Class Member.
- The Court has not decided whether Wells Fargo did anything wrong, and Wells Fargo denies all of Plaintiffs’ allegations. There is no money available now to Class Members, and no guarantee that there will be money or other relief available in the future. However, your legal rights are affected by the Court’s certification of the Class, and you have a choice to make now.
- Plaintiffs also claim that the TPP was a contract, which Wells Fargo breached by not providing permanent HAMP loan modifications or written denials by the end of the trial period (the “Contract Claims”), but the Court denied class certification of the Contract Claims, so any Contract Claims you may have will not be decided by any trial or proceeding in this case regardless of what you do.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT:	
DO NOTHING	<p>Stay in this lawsuit. Await the outcome. Share in possible benefits. Give up certain rights.</p> <p>By doing nothing, you keep the possibility of getting money or other benefits that may come from a trial or a settlement of this lawsuit. But you give up any rights to sue Wells Fargo on your own about the same legal claims that have been certified as a class action in this lawsuit.</p>
ASK TO BE EXCLUDED	<p>Get out of this lawsuit. Get no benefits from it. Keep rights to file your own lawsuit.</p> <p>If you ask to be excluded, and money or benefits are later awarded, you will not share in those. But you keep any rights to sue (or continue suing) on your own about the same legal claims that have been certified as a class action in this lawsuit (subject to any applicable statutes of limitations). Your options are explained in this notice. To ask to be excluded, you must act by AUGUST 29, 2016.</p>

FAQ

1. Why did I get notice?

If you received notice in the mail, it is because Wells Fargo's records show that you are probably a Class Member because you are (or were) a California residential mortgage borrower 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 that TPP (the "Class"). If this describes you, you are a "Class Member" and you have legal rights and options before the Court decides the merits of the class claims.

If you are unsure whether you are a Class Member, you may view an example of the TPP document at issue at www.Corvello-JackmonHAMPClassAction.com.

If you are a Class Member, you are receiving notice because the Court has certified this case as a class action, and now you must decide whether you want to be a part of it.

2. What is this case about?

Phillip Corvello and Amira Jackmon (the "Plaintiffs") filed lawsuits that claim, generally speaking, that:

- Wells Fargo's use of the HAMP TPP constituted an unlawful and deceptive debt collection practice.
- The TPP is a contract and Wells Fargo breached it by failing to provide permanent HAMP loan modifications.
- Wells Fargo improperly collected HAMP TPP payments from the Class Members.
- Wells Fargo improperly denied permanent HAMP loan modifications to Class Members in violation of California law.

The lawsuits seek money or benefits, including the return of HAMP TPP payments to the Class Members that made them. The lawsuits are known as *Phillip Corvello vs. Wells Fargo Bank, N.A.*, Case No. 10-5072-VC and *Amira Jackmon vs. America's Servicing Company*, Case No. 11-3884-VC.

Wells Fargo does not believe that Plaintiffs' claims have merit and it denies any and all liability for the claims alleged in this lawsuit. 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 oversees 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, the Court granted class certification as to Plaintiffs' claims that Wells Fargo's use of the HAMP TPP constituted unlawful and deceptive debt collection and business practices. At that time, the Court denied class certification as to Plaintiffs' claims that Wells Fargo breached the TPP contract (the "Contract Claims") because it determined they presented individualized questions that could not be decided on a class basis. On April 18, 2016, the Court entered a supplemental certification order that granted certification as to Plaintiffs' claims that Wells Fargo's use of the TPP constituted fraudulent and unfair business practices (collectively with the claims certified on January 29, 2016, the "Certified Claims").

The Court has not yet decided whether Wells Fargo did anything wrong or whether TPP payments can or should be recovered and returned to class members. Now the Plaintiffs' cases will go forward towards trial in order for the Court to make these decisions. Because the Certified Claims have been certified for class action treatment, the Court will decide those claims for all Class Members at one time.

As for the Contract Claims, however, only Plaintiffs Corvello's and Jackmon's own individual contract claims will be decided in this case. Class Members who believe they have their own Contract Claims must bring their own lawsuits in a timely fashion, if they wish to, and thus may wish to seek legal advice regarding such claims, including advice about when the statute of limitations (i.e. the time limit for bringing a new claim) expires under the circumstances.

3. What is a class action?

In a class action, one or more people called “Class Representatives” (in this case, Phillip Corvello and Amira Jackmon) sue on behalf of all people who have claims that the Court determines are similar. These people together are the “Class,” and each person with similar claims is a “Class Member.” In a certified class action, one court resolves the class issues for everyone in the Class at one time, except for those people who exclude themselves (or “opt-out”) from the Class. Where, as here, only some of the claims were certified for class treatment, only those “Certified Claims” will be decided for everyone in the Class at one time.

The Court decided that this lawsuit can proceed towards trial as a class action as to the Certified Claims. The Certified Claims are the only claims that will be determined on a class basis. The Court has determined that all Contract Claims must be brought and determined individually regardless of what happens in this case.

More information about why the Court is allowing this lawsuit to proceed as a class action can be found in the Court’s certification orders, which are available at www.Corvello-JackmonHAMPClassAction.com.

4. Has the Court decided who is right?

No. The Court hasn’t decided whether Plaintiffs or Wells Fargo is correct. By establishing the Class and ordering that this Notice be provided, the Court is not suggesting the Plaintiffs will win or lose this case. Right now, the Court is giving Class members the opportunity to exclude themselves before the case proceeds to trial. No date for the trial has been set yet.

5. How do I know if I am a class member?

The Class Members are: all 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 that TPP (the “Class”).

You are a Class Member only if you meet this definition. If you received notice in the mail, it is because Wells Fargo’s records indicate that you fit the definition. Only persons who meet all of the criteria set forth above, or any other criteria the Court may later add, 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.

If you are unsure whether you are a Class Member, you may view an example of the Trial Period Plan (TPP) document at issue at www.Corvello-JackmonHAMPClassAction.com or by clicking [here](#).

6. Is there any money available now?

No money or other benefits are available now to Class Members because the lawsuit has not yet been decided. There is no guarantee that money or other benefits will be obtained. If Plaintiffs prove the Certified Claims on behalf of the Class, or if the lawsuit is settled, funds may be available to Class Members. In that event, you may receive a share or be notified about how to request a share. You are not entitled to any relief merely because you received this notice or are a Class Member.

7. What if I want to be a Class Member?

You don't have to do anything if you want to be a Class Member. By doing nothing you are staying in the Class (assuming that you meet the Class criteria described above). As a Class Member, you will be bound by all orders and judgments of the Court with respect to the Certified Claims, and you won't be able to sue, or continue to sue, Wells Fargo as part of any other lawsuit regarding the Certified Claims in this lawsuit. If money or other benefits are obtained, you will be provided a share or notified how to request a share. If you remain a Class Member, please notify the Notice Administrator of any change of address after the receipt of this notice by sending a letter to Corvello-Jackmon HAMP Class Action, c/o GCG, P.O. Box 10296, Dublin, OH 43017-5896. Or you can send it by email to admin@Corvello-JackmonHAMPClassAction.com.

8. Do I have to remain in the Class?

No. You may elect not to be a Class Member by requesting exclusion from, or "opting out" of, the Class.

You have to decide whether to stay in the Class or whether to exclude yourself by "opting out" no later than AUGUST 29, 2016.

9. What happens if I exclude myself?

If you exclude yourself from the Class and the Class obtains any money or other benefits (as a result of a decision on the merits or any settlement that may or may not be reached between Wells Fargo and Plaintiffs), you will not be able to obtain any of that money or those benefits. However, if you exclude yourself, you will not be legally bound by the Court's judgments regarding the Certified Claims. You will be able to sue, or continue to sue, Wells Fargo on your own about the same legal claims that are involved in this case, now or in the future, subject to any statutes of limitations that may apply.

10. How do I ask to be excluded?

To ask to be excluded from the Class, send a letter that contains all of the following information: (1) the full name and current address of the person seeking exclusion, (2) the address of the property subject to the mortgage loan for which a HAMP TPP was received, (3) the loan number, and (4) a sentence stating: "The undersigned hereby requests exclusion from the Class." **You must sign the letter and mail it postmarked by August 29, 2016, to:**

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

You may also send the letter by email. You must sign the letter and email it postmarked by August 29, 2016 to:

admin@Corvello-JackmonHAMPClassAction.com.

You may also use the *Exclusion Request Form* included below on this document or the one available at www.Corvello-JackmonHAMPClassAction.com.

11. Who represents me if I am a class member?

The Court has appointed the following law firms to represent you and all Class Members. Together the law firms are called “Class Counsel.” They are experienced in handling similar class action cases.

Blood Hurst & O’Reardon, LLP Timothy G. Blood 701 B Street, Suite 1700 San Diego, CA 92101 (619) 338-1100 tblood@bholaw.com www.bholaw.com	Hagens Berman Sobol Shapiro LLP Thomas E. Loeser 1918 Eighth Avenue, Suite 330 Seattle, WA 98101 (206) 623-7292 toml@hbsslw.com www.hbsslw.com	Law Offices of Peter Fredman Peter B. Fredman 125 University Ave., Suite 102 Berkeley, CA 94710 (510) 868-2626 www.peterfredmanlaw.com peter@peterfredmanlaw.com
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These lawyers will represent the Class Members as a group with respect to the Certified Claims. You do not have to pay Class Counsel’s fees or expenses. If Class Counsel obtains money or benefits for the Class Members, they will ask the Court to award fees and expenses, which may be awarded from any money obtained for the Class or paid separately by Wells Fargo.

12. Should I get my own lawyer?

You do not need to hire your own lawyer to work on the Certified Claims if you are a Class Member because Class Counsel is working on your behalf with respect to the Certified Claims. You always may hire your own lawyer, but you have to pay that lawyer yourself.

If you believe you may have other claims against Wells Fargo, or that you may be able to receive greater benefits by proceeding individually, then you should consult your own lawyer to determine if you have or should pursue such claims. The Contract Claims are not part of the Certified Claims, so Class Counsel are not representing you with respect to any Contract Claims you may have.

13. Could it cost me anything to be a Class Member?

No. You will not be responsible for any costs regardless of the outcome of this case.

14. How can I get more information?

For more information, or to view key case documents, please visit the case administration website at www.Corvello-JackmonHAMPClassAction.com. If you still have questions, you may contact Class Counsel by email at the addresses above. PLEASE DO NOT ATTEMPT TO CONTACT THE COURT DIRECTLY BECAUSE IT CANNOT PROVIDE YOU WITH INFORMATION.

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**

Name

Current Address

City

State

Zip

Telephone

Signed

Date

If you want to be excluded, sign and mail this form, postmarked by August 29, 2016 to:
Corvello-Jackmon HAMP Class Action, c/o GCG, P.O. Box 10296, Dublin, OH 43017-5896
Or you may email the signed form as a PDF to admin@Corvello-JackmonHAMPClassAction.com