

**UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF VIRGINIA  
ROANOKE DIVISION**

TROY SHANNON HARLOW,  
  
Debtor.

Case No. 17-71487  
Chapter 13

TROY SHANNON HARLOW, MARK STEPHEN ESTES, KIMBERLY PORTER FEWELL, BEATRIZ VILLEGAS-RODRIGUEZ and RODOLFO RODRIGUEZ, on behalf of themselves and all others similarly situated,

Adversary No. 20-07028

Plaintiffs,

v.  
WELLS FARGO BANK, N.A.,

Defendant.

**Notice of Proposed Settlement of Class Action**

*A Federal Court authorized this notice. This is not a solicitation from a lawyer.*

***Harlow, et al. v. Wells Fargo Bank, N.A., et al.***  
**Case No. 7:24-cv-00424-RSB**

**United States District Court for the Western District of Virginia**

This Notice describes the above-referenced class action lawsuit and the proposed Settlement and what to do if you want to (i) receive payment; or (ii) object to the Settlement; or (iii) not participate in the Settlement and instead “opt out” of the class action.

The United States District Court for the Western District of Virginia (the “District Court”) still has to decide whether to approve the settlement. Payments will be distributed to Class Members who do not exclude themselves from the settlement (as further described below) if the District Court approves the settlement or after appeals, if any, are resolved in favor of the settlement. Please be patient.

**Your legal rights will be affected whether you act or do not act.  
Please read this entire notice carefully.**

| <b>Summary of Your Legal Rights and Options in this Settlement</b>   |   |
|--|---|
| <b>Do nothing and receive a Settlement check</b>                     | If you do nothing, you will be included in the Settlement, and you will receive an automatic payment from the Settlement Fund and have an opportunity to submit a claim for additional compensation.  |
| <b>Submit a Claim for Additional Compensation by January 7, 2025</b> | You may request additional compensation if you feel that being placed into forbearance caused you to suffer damages in excess of the amount that you will automatically receive for being in the Settlement Class.  |
| <b>Exclude Yourself from the Settlement by September 9, 2024</b>     | If you want to exclude yourself or “opt out” of the Settlement, you must submit a Request to Opt Out to the Claims Administrator, <b>postmarked on or before September 9, 2024</b> . If so, you will not receive any money from the Settlement Fund and you will not release your claims in the lawsuit. (See Section 9.)<br><br>If the Settlement is granted final approval by the Court and you did not timely “opt out” of the Settlement, then you will release the claims described in Section 18 below. |

**QUESTIONS? Call 1-844-929-4063 or visit  
[www.WellsFargoBankruptcyForbearanceClass.com](http://www.WellsFargoBankruptcyForbearanceClass.com).**

|  |  |
|--|--|
| <b>Object to the Settlement by September 9, 2024</b> | If you remain in the Settlement and want to object because you believe the Settlement is unfair or inadequate, you may <b>file</b> a written objection to the Settlement with the Court, <b>on or before September 9, 2024</b> . (See Section 16.) |
| <b>Go to a hearing</b>                               | If you file an objection and also want to speak at the Final Approval Hearing, you must file a written Notice of Intention to Appear which must be <b>filed</b> , and <b>postmarked</b> on or before <b>September 9, 2024</b> .                    |

**These options and the deadlines to exercise them are further detailed in this notice.**

**Notice Contents**

**Basic Information**

- Why am I receiving this notice?
- What is the lawsuit about?
- Why is this lawsuit a class action?
- What are the reasons for the Settlement?

**The Settlement**

- Who is included in the Settlement Class?
- What benefits does the Settlement provide?
- Do I need to do anything to receive a payment?
- How can I update my address?
- How will this Settlement affect my rights?

**Excluding yourself from the Settlement**

- How do I exclude myself from the Settlement?
- If I do not request exclusion, can I sue Wells Fargo for the same claims later?
- If I exclude myself, may I still receive compensation from the Settlement Fund?

**The Lawyers Representing You**

- Do I have a lawyer in this case?
- How will the lawyers be paid for their services?
- Will Class Representatives receive service awards?

**Objecting to the Settlement**

- How do I inform the Court if I object to the Settlement?
- What is the difference between objecting to the Settlement and requesting exclusion?

**Release of Claims**

- What claims are being released as part of the Settlement?

**Final Approval Hearing**

- When and where will the Court decide whether to grant final approval of the Settlement?
- Do I have to attend the hearing?

**Getting More Information**

- How do I get more information?

## Basic Information

### 1. WHY AM I RECEIVING THIS NOTICE?

A Bankruptcy Court authorized this notice because you have a right to know about a proposed Settlement of the class action lawsuit and about your options before the District Court decides whether to grant final approval of the Settlement.<sup>1</sup> This notice explains the lawsuit, the Settlement, and your legal rights. The lawsuit is known as *Harlow, et al. v. Wells Fargo Bank, N.A.* The lawsuit was filed and was pending in the United States Bankruptcy Court for the Western District of Virginia, under Adversary Proceeding No. 20-07028. The case is now pending in the United States District Court for the Western District of Virginia, Roanoke Division, under Case No. 7:24-cv-00424.

### 2. WHAT IS THE LAWSUIT ABOUT?

In the earliest days of the COVID-19 pandemic, when many customers were expressing concern about financial hardship and their ability to make their next mortgage payment, Wells Fargo made a decision to provide mortgage forbearances to certain customers who had made an inquiry or expressed hardship but had not explicitly requested a forbearance. A forbearance temporarily suspends a customer's obligation to make payments on their mortgage. For certain customers in Chapter 13 bankruptcy, Wells Fargo also filed notices of forbearance in the individuals' Chapter 13 bankruptcy cases that stated that customers had requested forbearance or that Wells Fargo had provided the customers with a temporary suspension of their mortgage payments. However, some of the customers who received payment forbearances did not request or want them.

Plaintiffs allege that Wells Fargo placed customers into forbearance without informed consent and that Wells Fargo's actions harmed certain customers specifically and the bankruptcy process generally. Wells Fargo denies any and all allegations of wrongdoing and does not admit or concede any actual or potential fault, wrongdoing, or liability in connection with any facts or claims that have been or could have been alleged in the lawsuit or in any similar action.

The operative Complaint filed in the lawsuit, which provides greater details about Plaintiffs' claims, can be viewed on the Settlement Website [www.WellsFargoBankruptcyForbearanceClass.com](http://www.WellsFargoBankruptcyForbearanceClass.com).

### 3. WHY IS THIS A CLASS ACTION?

Class action lawsuits allow a large number of people with a common claim to sue collectively while being represented by members of the group called the "Class Representatives." In this case, the Class Representatives have brought the lawsuit on behalf of themselves and others with similar claims. Together, all of the individuals with similar claims (with the exception of those who request exclusion or "opt out" from the Class) are referred to as "Class Members."

### 4. WHAT ARE THE REASONS FOR THE SETTLEMENT?

Plaintiffs and Class Counsel believe this Settlement provides a fair and reasonable resolution of the claims asserted in the lawsuit for the benefit of the Class.

The Court has not ruled in favor of either the Plaintiffs or Wells Fargo. Instead, both sides agreed to a Settlement that they believe is a fair, reasonable, and adequate compromise of their respective positions. The parties reached this Settlement after litigating the case for over three years, conducting formal and informal discovery, and with the assistance of an experienced neutral mediator.

By agreeing to the Settlement, the parties avoid the costs, delay, and uncertainty of further litigation, and Class Members receive the benefits described in this Notice.

Wells Fargo denies any wrongdoing and the Settlement 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.

<sup>1</sup> All terms contained in this notice have the same meanings as in the Settlement Agreement, which is available on the Settlement Website at [www.WellsFargoBankruptcyForbearanceClass.com](http://www.WellsFargoBankruptcyForbearanceClass.com)

## The Settlement

### 5. WHO IS INCLUDED IN THE SETTLEMENT CLASS?

According to Wells Fargo's records, you are a member of the Settlement Class and that is why you are receiving this Notice.

The "Settlement Class" or "Class" means all persons in the United States who: (a) had a mortgage serviced by Wells Fargo that was placed into a COVID mortgage forbearance between March 1, 2020, and December 31, 2021 ("At-Issue Forbearance"); (b) were a debtor or the Co-Borrower of a debtor in a Chapter 13 bankruptcy case on the date that the mortgage was placed into the At-Issue Forbearance; and (c) are not Wells Fargo's officers, directors, and employees, Counsel for Wells Fargo, or Class Counsel.

The Settlement Class is broken into two (2) subclasses.

**Subclass 1** is the group of all of the Settlement Class Members (a) who received an At-Issue Forbearance as a result of a Proactive Wells Fargo Business Decision or Servicing Error, and (b) for whom Wells Fargo filed a Notice of Forbearance in their Chapter 13 bankruptcy case.

"Proactive Wells Fargo Business Decision" means:

- a. Customers who requested forbearance on one mortgage account between March 9, 2020 and April 7, 2020, and were provided a forbearance on one or more other mortgage accounts;
- b. Customers who contacted Wells Fargo by phone between March 9, 2020 and March 31, 2020, expressing COVID-19 impact and who were provided a forbearance without an express request;
- c. Customers who had a pending application in the home preservation process as of March 25, 2020 and who were provided a forbearance without an express request; and
- d. Customers who filed a document with the bankruptcy court that Wells Fargo interpreted as expressing COVID impact or requesting payment relief between March 18, 2020 and June 8, 2020 and who were provided a forbearance without an express request.

"Servicing Error" means that Wells Fargo previously determined that the forbearance was provided in error.

"Notice of Forbearance" means any notice of temporary forbearance that Wells Fargo filed in the Chapter 13 bankruptcy cases of certain Class Members on either the bankruptcy case docket or the claims docket regardless of the format of the notice or means of filing.

**Subclass 2** is the group of all of the Settlement Class Members who are not members of Subclass 1.

### 6. WHAT BENEFITS DOES THE SETTLEMENT PROVIDE?

Under the Settlement, Wells Fargo has agreed to establish a Settlement Fund totaling \$15 million (\$15,000,000.00) to provide the following benefits to Class Members as consideration for the resolution and release of the Class Members' claims:

- Subclass 1 Members will receive payment of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) per mortgage account that received an At-Issue Forbearance.
- Subclass 2 Members will receive payment of Five Hundred and 00/100 Dollars (\$500.00) per mortgage account that received an At-Issue Forbearance.
- Class Members who feel that being placed into forbearance caused them to suffer damages in excess of the Subclass 1 or Subclass 2 payments can submit a claim for additional compensation from the Claims Fund. The Claims Fund will be maintained by the Claims Administrator and funded with the amounts remaining in the Settlement Fund after accounting for the payments to Subclass 1 and Subclass 2 Members, the attorney fee and expense awards approved by the District Court, the service awards approved by the District Court, and the Claims Administrator's costs and expenses. In the event that the Claims Fund does not contain sufficient funds to pay all valid claims for additional compensation received by the Claims Administrator, the claim amounts shall be reduced and paid on a *pro rata* basis.

**QUESTIONS? Call 1-844-929-4063 or visit  
[www.WellsFargoBankruptcyForbearanceClass.com](http://www.WellsFargoBankruptcyForbearanceClass.com).**

The Settlement Fund will also be used to pay fee and expense awards to Plaintiffs' Counsel approved by the Court; service awards to the Class Representatives approved by the Court; and the Claims Administrator's costs and expenses to administer the Settlement. Any money remaining in the Settlement Fund after the above-referenced payments shall be distributed *pro-rata* to all Class Members, unless each such Class Member would receive less than \$10, in which case the remaining amounts will be distributed to a *cy pres* recipient approved by the Court.

In return for the benefits in this Settlement, if the Settlement is approved, all Settlement Class Members will release Wells Fargo from the claims discussed in the Settlement Agreement, and the lawsuit will be dismissed with prejudice, among other terms.

## 7. DO I NEED TO DO ANYTHING TO RECEIVE A PAYMENT?

Subclass Members do not need to take any action to receive the automatic payment referenced in Section 6. If the Settlement is approved by the District Court, the Claims Administrator will mail the settlement checks automatically to Subclass Members who do not opt out of the Settlement.

If you feel that you suffered damages in excess of the automatic payment that you received, you can ask for additional money by completing and returning the Claim Form by January 7, 2025.

The Claim Form may be submitted on the Settlement Website or by mailing it to the Claims Administrator at the following address:

Harlow, et. Al. v. Wells Fargo Bank  
P.O. Box 5130  
Portland, OR 97208-5130

You may also scan the QR code on the Claim Form to complete and submit the Claim Form on your smartphone or tablet. If you mail the Claim Form, it must be postmarked no later than January 7, 2025.

## 8. HOW CAN I UPDATE MY ADDRESS?

To ensure you receive your payment(s) promptly, you may use the Settlement Website to update your address.

## 9. HOW WILL THIS SETTLEMENT AFFECT MY RIGHTS?

If this Settlement is granted final approval by the Court and you do not "opt out" or request exclusion from the Settlement, then you will release certain claims against Wells Fargo as described in Section 18 below.

### Excluding Yourself From The Settlement

## 10. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

If you do not want to be a part of the Settlement, then you must take steps to request exclusion from the Settlement.

To request exclusion or "opt out" from the Settlement, you must mail a written request for exclusion to the Claims Administrator at the following address: Harlow, et al. v. Wells Fargo Bank, P.O. Box 5130, Portland, OR 97208-5130. The request for exclusion must be postmarked on or before **SEPTEMBER 9, 2024**.

Your request for exclusion must include the following information:

1. Your name, address, and telephone number;
2. A statement that "I do not want to be a member of the Class in *Harlow, et al. v. Wells Fargo Bank, N.A.*, Case No. 7:24-cv-00424-RSB pending in the United States District Court for the Western District of Virginia; and
3. Your signature and date.

Your Request for Exclusion must be specific to yourself. Attempts to exclude multiple individuals on different Mortgage accounts as part of a single Request for Exclusion are not allowed and shall be of no force or effect. However, in the event that two Class Members are co-borrowers on the same Mortgage account and one Class Member opts out of the Settlement, both Class Members will be treated as opt-outs and neither Class Member will be eligible to receive a Settlement payment.

**QUESTIONS? Call 1-844-929-4063 or visit  
[www.WellsFargoBankruptcyForbearanceClass.com](http://www.WellsFargoBankruptcyForbearanceClass.com).**

### **11. IF I DO NOT REQUEST EXCLUSION, CAN I SUE WELLS FARGO FOR THE SAME CLAIMS LATER?**

No. Unless you request exclusion from the Settlement, you will give up the right to sue Wells Fargo, individually or as part of a class action, for the Class Released Claims that this Settlement resolves as described in Section 18 below.

### **12. IF I EXCLUDE MYSELF, MAY I STILL RECEIVE COMPENSATION FROM THE SETTLEMENT FUND?**

No. If you exclude yourself from the Settlement, you will not be eligible to receive a payment from the Settlement Fund.

### **The Lawyers Representing You**

### **13. DO I HAVE A LAWYER IN THIS CASE?**

Yes. The Court has appointed attorneys at the law firms Kellett & Bartholow PLLC, Giles & Lambert, P.C., and Limon Law Office to represent you and the other Class Members as “Class Counsel.” You can contact Class Counsel at the address or phone number listed below. They are:

Kellett & Bartholow PLLC  
Theodore O. Bartholow III  
Karen L. Kellett  
11300 N. Central Expy.  
Suite 301  
Dallas, TX 75243  
(214) 696-9000

You will not be charged for contacting these lawyers. If you want to be represented by a different lawyer, you may hire one at your own expense.

### **14. HOW WILL THE LAWYERS BE PAID FOR THEIR SERVICES?**

Class Counsel will apply to the Court for an award of attorneys’ fees and costs to compensate them for their legal services and expenses incurred in this matter. The application for an award of attorneys’ fees and costs will be posted to the Settlement Website at [www.WellsFargoBankruptcyForbearanceClass.com](http://www.WellsFargoBankruptcyForbearanceClass.com). Pursuant to the terms of the Settlement, Class Counsel intends to request an award up to thirty-three percent (33%) of the Settlement Fund in legal fees, as well as reimbursement of their reasonably incurred expenses.

Any fee and expense award must be approved by the Court and will be paid out of the Settlement Fund.

### **15. WILL CLASS REPRESENTATIVES RECEIVE SERVICE AWARDS?**

Class Counsel will file an application for service awards to be paid to each of the Class Representatives in recognition of the time and effort they provided in the lawsuit on behalf of the Class. The application for service awards will be posted to the Settlement Website at [www.WellsFargoBankruptcyForbearanceClass.com](http://www.WellsFargoBankruptcyForbearanceClass.com). Pursuant to the terms of the Settlement, Class Counsel intends to request a Service Award of up to \$12,500 for each Class Representative.

Any service awards must be approved by the Court and will be paid out of the Settlement Fund.

### **Objecting to the Settlement**

### **16. HOW DO I INFORM THE COURT IF I OBJECT TO THE SETTLEMENT?**

If you are a member of the Class, and do not request exclusion or “opt out” from the Settlement, you can object to any part of the Settlement, including Class Counsel’s request for attorneys’ fees and costs, and Service Awards. You can give reasons why you think the Court should not approve the entire Settlement or parts of it.

To object, you must timely file a written objection with the Court and mail the same to the Claims Administrator, Class Counsel, and Counsel for Wells Fargo at the following addresses:

Harlow, et al. v. Wells Fargo Bank  
P.O. Box 5130  
Portland, OR 97208-5130

Kellett & Bartholow PLLC  
Theodore O. Bartholow III  
Karen L. Kellett  
11300 N. Central Expy.  
Suite 301  
Dallas, TX 75243

Andrew D. Atkins  
William Mayberry  
Amy Williams  
Troutman Pepper  
301 S. College Street, Suite 3400  
Charlotte, NC 28202

The objection must be filed with the Court on or before **SEPTEMBER 9, 2024**, and mailed to the Claims Administrator, Class Counsel, and Counsel for Wells Fargo with a post-mark date on or before **SEPTEMBER 9, 2024**.

Your objection must state all of the following:

1. Your name, address, and telephone number;
2. A statement saying that you object to the Settlement in *Harlow, et al. v. Wells Fargo Bank, N.A.*, Adv. Pro. No. 20-07028 and describing the nature of your objection;
3. A statement describing whether your objection applies only to yourself, to a specific subset of the Class, or to the entire Class;
4. The specific grounds for your objection;
5. Any legal authority that supports your objection;
6. A list of any persons who will be called to testify at the Final Approval Hearing in support of the objection; and
7. Your signature.

If a lawyer is asserting an objection on your behalf, the lawyer must also:

1. File a notice of appearance with the Court on or before **SEPTEMBER 9, 2024**;
2. File a sworn declaration attesting that he or she represents you; and
3. File a sworn declaration that specifies the number of times during the prior five-year period that he or she has objected to a class action settlement on his or her own behalf or on behalf of a class member.

Class Counsel and/or Counsel for Wells Fargo may file responses to any objections that are timely submitted.

If you wish to appear at the Final Approval Hearing, you (or your attorney) must file a Notice of Intention to Appear with the Court indicating that you (or your attorney) would like to speak at the hearing. The Notice of Intention to Appear must be filed with the Court on or before **SEPTEMBER 9, 2024**. If you (or your attorney) do not file a timely Notice of Intention to Appear, you (or your attorney) will be barred from speaking or otherwise presenting any views at the Final Approval Hearing.

You (or your attorney) must file your written objection and any additional documents required above with Judge Robert S. Ballou at U.S. District Court, Clerk's Office, 210 Franklin Road, SW, Suite 350, Roanoke, VA 24011-2208 with copies of any submissions provided to Class Counsel and Counsel for Wells Fargo at the addresses set forth above.

## **17. WHAT IS THE DIFFERENCE BETWEEN OBJECTING TO THE SETTLEMENT AND REQUESTING EXCLUSION?**

You can only object to the Settlement if you are a Class Member. Requesting exclusion from the Settlement is notifying the Court that you do not want to remain a Class Member. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

## Release of Claims

### 18. WHAT CLAIMS ARE BEING RELEASED AS PART OF THE SETTLEMENT?

Upon Final Approval of the Settlement by the Court, each Class Member who does not request exclusion releases Wells Fargo from all claims asserted in the lawsuit and from any and all past and/or present claims, lawsuits, and complaints of any kind resulting from, arising from, or relating in any way to the forbearances that Wells Fargo provided to the Class Members.

This is a summary of the settlement release. You can find the full settlement release in the Settlement Agreement, which is available on the Settlement Website at [www.WellsFargoBankruptcyForbearanceClass.com](http://www.WellsFargoBankruptcyForbearanceClass.com).

### The Final Approval Hearing

### 19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO GRANT FINAL APPROVAL TO THE SETTLEMENT?

The Court has scheduled a Final Approval Hearing for **OCTOBER 11, 2024**, at 10:00 a.m. in the US District Court, Poff Federal Building, 210 Franklin Road S.W., Roanoke, VA 24011. The hearing date and time is subject to change. Updates to the date and time will be posted to the Settlement Website at [www.WellsFargoBankruptcyForbearanceClass.com](http://www.WellsFargoBankruptcyForbearanceClass.com).

At the Final Approval Hearing, the Court will consider granting final approval of the Settlement based on whether it is fair, reasonable, and adequate. The Court will also consider requests by Class Counsel for attorneys' fees and expenses related to the litigation and the Class Representative Service Awards. If there are timely and complete objections, the Court will consider those objections at the hearing as well.

At or after the hearing, a decision will be made whether to grant final approval of the Settlement. It is not known how long it will take for the Court to decide. Class Members should visit the Settlement Website at [www.WellsFargoBankruptcyForbearanceClass.com](http://www.WellsFargoBankruptcyForbearanceClass.com) to stay updated about the current status of the case.

### 20. DO I HAVE TO ATTEND THE HEARING?

No. Attending the hearing is not required, but you are welcome to attend at your own expense.

If you send an objection, you do not have to come to Court to talk about it. As long as your objection is timely and complies with the requirements set out in this Notice and the Settlement Agreement, the Court will consider it. You may also pay your own lawyer to attend.

### Getting More Information

### 21. HOW DO I GET MORE INFORMATION?

This Notice is a summary of the proposed Settlement. More details regarding the terms of the Settlement can be found in the Settlement Agreement posted on the Settlement Website at [www.WellsFargoBankruptcyForbearanceClass.com](http://www.WellsFargoBankruptcyForbearanceClass.com). Updates, including any modifications to the schedule or the Settlement Agreement, will be posted on the Settlement Website. You may also contact the Claims Administrator by calling the toll-free number, 1-844-929-4063, or by writing to:

Harlow, et al. v. Wells Fargo  
P.O. Box 5130  
Portland, OR 97208-5130

You may also contact Class Counsel at the address or phone number listed below:

Kellett & Bartholow PLLC  
Theodore O. Bartholow III  
Karen L. Kellett  
11300 N. Central Expy.  
Suite 301  
Dallas, TX 75243  
(214) 696-9000

**QUESTIONS? Call 1-844-929-4063 or visit  
[www.WellsFargoBankruptcyForbearanceClass.com](http://www.WellsFargoBankruptcyForbearanceClass.com).**