



**ORDER PRELIMINARILY APPROVING  
SETTLEMENT AND PROVIDING FOR NOTICE**

WHEREAS, the above titled action is pending before this Court, which is referred to herein as the “Action”;

WHEREAS, Plaintiffs having made application, pursuant to Fed. R. Bankr. P. 7023(e) and Fed. R. Civ. P. 23(e) for an order approving the settlement of this Action, in accordance with the Settlement Agreement and Release dated March 26, 2024 (the “Settlement Agreement”), which, together with the exhibits annexed thereto, sets forth the terms and conditions for a proposed settlement of the Action and for dismissal of the Action with prejudice upon the terms and conditions set forth therein; and the Court having read and considered the Settlement Agreement and the exhibits annexed thereto;

WHEREAS, Plaintiffs agreed to seek preliminary approval of the Settlement Agreement and proposed settlement from this Court, and the Parties agreed that concurrently with the Plaintiffs’ filing of their motion for preliminary approval of the Settlement Agreement, the Parties would file a conditional motion to withdraw the reference to the Bankruptcy Court with the United States District Court for the Western District of Virginia (the “District Court”), so that the District Court may decide whether to approve this settlement in accordance with Rule 23(c) of the Federal Rules of Civil Procedure; and

WHEREAS, all defined terms herein have the same meanings as set forth in the Settlement Agreement.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. **Settlement.** Plaintiffs Troy Shannon Harlow, Mark Stephen Estes, Kimberly Porter Fewell, Beatriz Villegas-Rodriguez and Rodolfo Rodriguez, (together, “Named Plaintiffs”)

and all members of the Class, and Defendant Wells Fargo Bank, N.A. (“Wells Fargo”) (collectively, the “Parties”), have negotiated a potential settlement to the Action to avoid the expense, uncertainties, and burden of protracted litigation, and to resolve the Class Released Claims (as defined in the Settlement Agreement) against Wells Fargo and the Releasees.

2. **Review.** At the preliminary approval stage, the Court’s task is to evaluate whether the settlement is within the “range of reasonableness.” 4 Newberg on Class Actions § 11.26 (4th ed. 2010). The Court is not allowed to approve a settlement in a class action unless it finds “that the settlement is fair, reasonable, and adequate. *In re Lumber Liquidators Chinese-Manufactured Flooring Products Marketing, Sales Practices and Products Liability Litigation*, 952 F.3d 471, 484 (4<sup>th</sup> Cir. 2020). A decision to approve a class action settlement will only be reversed if there is a “clear showing that the district court abused its discretion” in approving the settlement. *In re Jiffy Lube Securities Litig.*, 927 F.2d 155, 158 (4th Cir. 1991) (citations omitted). Settlement negotiations that involve arm’s length, informed bargaining with the aid of experienced counsel support a preliminary finding of fairness. *See id.* The Court has carefully reviewed the Settlement Agreement, as well as the files, records, and proceedings to date in the Action. The terms and conditions in the Settlement Agreement are hereby incorporated as though fully set forth in this Order, and, unless otherwise indicated, capitalized terms in this Order shall have the meanings attributed to them in the Settlement Agreement.

3. **Jurisdiction.** This Court and the District Court have jurisdiction over the subject matter of the Action and over all parties to the Action, including all of the Class Members, and venue in this Court is proper.

4. **Preliminary Approval.** The Court does hereby preliminarily approve the Settlement Agreement and the settlement set forth therein because the Parties have shown that the

Settlement Agreement is fair, reasonable, and adequate, and was the product of informed, good-faith, arms'-length negotiations between the Parties and their counsel, and thus the Court believes that the District Court is likely to approve the Settlement under Fed. R. Bankr. P. 7023(e)(2) and Fed. R. Civ. P. 23(e)(2) and certify the class for purposes of judgment on the Settlement. The Settlement therefore meets the requirements for preliminary approval under Fed. R. Civ. P. 23(e)(1)(B).

5. **Settlement Class.** The Court conditionally certifies, for settlement purposes only (and for no other purpose and with no other effect upon the Action, including no effect upon the Action should the Settlement Agreement not receive final approval or should the Effective Date not occur), a class defined as: All persons in the United States who: (a) had a Mortgage serviced by Wells Fargo that was placed into a Forbearance on or between March 1, 2020 and December 31, 2021 ("At-Issue Forbearance"); and (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 Forbearance; and (c) are not Wells Fargo's officers, directors, or employees, Counsel for Wells Fargo, or Class Counsel. The Class and Class Members include all individuals who signed the deed of trust, mortgage or other security document associated with a Mortgage even if they did not sign the underlying promissory note or loan.

The Court also conditionally certifies the Subclasses, as defined in Sections I.57 and 59 of the Settlement Agreement. The Court finds, for settlement purposes only, that class certification under Fed. R. Bankr. P. 7023(a) and (b)(3) and Fed. R. Civ. P. 23(a) and (b)(3) is appropriate in that, in the settlement context: (a) the Class Members are so numerous that joinder of all Class Members in the Action is impracticable; (b) there are questions of law and fact common to the Class which predominate over any individual question; (c) the claims of the Class Representatives

are typical of the claims of the Class; (d) the Class Representatives and their counsel have fairly and adequately represented and protected the interests of the Class Members, and will fairly and adequately represent and protect the interests of the Class Members; and (e) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

6. **Designation of Class Representatives and Class Counsel.** The Court appoints the Plaintiffs Troy Shannon Harlow, Mark Stephen Estes, Kimberly Porter Fewell, Beatriz Villegas-Rodriguez and Rodolfo Rodriguez as Class Representatives, and Theodore O. Bartholow and Karen L. Kellett of Kellett & Bartholow PLLC, Malissa L. Giles and Tracy A. Giles of Giles & Lambert, PC, and Abelardo Limon of Limon Law Office as Class Counsel.

7. **Final Approval Hearing.** A hearing (the “Final Approval Hearing”) shall be held before the District Court on October 11, 2024, at 10:00 a.m. in the United States District Court for the Western District of Virginia, Poff Federal Building, 210 Franklin Road S.W., Roanoke, VA 24011, to determine, among other things: (i) whether the proposed Settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate to the Class and should be approved by the Court; (ii) whether a Judgment as provided in Paragraph II.E. of the Settlement Agreement should be entered; (iii) whether Class Members should be bound by the Release set forth in the Agreement; (iv) any amount of fees and expenses that should be awarded to Class Counsel; and (v) and amount of Service Awards for the Class Representatives.

8. **Claim Form and Class Notice.** The Court approves the form, substance and requirements of the Claim Form annexed hereto as Exhibit A and the Notice of Proposed Settlement of Class Action (the “Notice”) annexed hereto as Exhibit B. The Court further finds that the form, content and mailing of the Claim Form and Notice, substantially in the manner and form set forth in Sections II.C., V.A and B, and VI of the Settlement Agreement, and in Exhibits

A and B, meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process. The Court further finds that this is the best notice practicable under the circumstances and is reasonably calculated, under all the circumstances, to apprise potential Class Members of the pendency of the Action, to apprise persons who would otherwise fall within the definition of the Class of their right to exclude themselves from the proposed Class, and to apprise Class Members of their right to object to the proposed Settlement and their right to appear at the Final Approval Hearing. The Court further finds that the Notice constitutes due and sufficient notice to all persons entitled thereto.

9. **Settlement and Claims Administrator.** Pursuant to Rule 7023(c) of the Federal Rules of Bankruptcy Procedure, the Court appoints Epiq Class Action & Claims Solutions, Inc. (“Epiq”) (“Settlement Administrator”) to supervise and administer the notice procedure, processing of payments to Settlement Class Members, and reviewing, determining and paying Claims submitted by Class Members, as more fully set forth below:

(a) No later than fifty (50) days from the entry of this Order (the “Notice Deadline”), the Settlement Administrator shall cause copies of the Notice, substantially in the form annexed as Exhibit B hereto, to be mailed by email if known and by first class mail to each individual on the Class List in accordance with their designated Subclass;

(b) No later than the Notice Deadline, the Settlement Administrator shall establish a website at [www.WellsFargoBankruptcyForbearanceClass.com](http://www.WellsFargoBankruptcyForbearanceClass.com) and shall post on the website the Settlement Agreement, the Class Notice, and the Claim Form;

(c) Following the mailing of the Notice, the Settlement Administrator shall provide counsel with written confirmation of the mailing and the other information in Section VI of the Settlement Agreement; and

(d) The Settlement Administrator shall otherwise carry out its duties as set forth in the Settlement Agreement.

10. **Exclusion from the Class.** Any Class Member may, upon request, be excluded from the Class. Any such Class Member must submit a written request to Opt Out no later than the Exclusion/Objection Deadline, which is sixty (60) days after the Notice Deadline. The written request to Opt Out must be sent to the Settlement Administrator: *Harlow, et al. v. Wells Fargo Bank, N.A.*, P.O. Box 5130 Portland, OR 97208-5130. To be valid, the request to Opt Out must include, the Class Member's name, address, telephone number, original signature, and date, and a statement that "I do not want to be a member of the class in *Harlow, et al. v. Wells Fargo Bank, N.A.*, Adv. Pro. No. 20-07028, pending in the United States District Court for the Western District of Virginia." All Class Members who submit valid and timely requests to Opt Out in the manner set forth in this paragraph shall have no rights under the Agreement, shall not receive a Settlement payment, and shall not be bound by the Settlement Agreement or any Final Judgment. Mass or class opt outs shall not be allowed. A Class Member who desires to opt out must take timely affirmative written action pursuant to this Order and the Settlement Agreement, even if the person desiring to opt out of the Class (a) files or has filed a separate action against any of the Released Parties, or (b) is, or becomes, a putative class member in any other class action filed against any of the Released Parties.

11. **Copies of Requests to Opt Out.** The Settlement Administrator shall provide Class Counsel and Defense Counsel with a list of all timely requests to Opt Out within five (5) days after the deadline to Opt-Out.

12. **Entry of Appearance.** Any member of the Class who does not exclude himself or herself from the Settlement Class may enter an appearance in the Action, at his or her own expense,

individually or through counsel of his or her own choice. If he or she does not enter an appearance, he or she will be represented by Class Counsel.

13. **Binding Effect on Class.** All Members who do not exclude themselves from the Settlement Class by properly and timely submitting an exclusion form shall be bound by all determinations and judgments in the Action concerning the Settlement, whether favorable or unfavorable to the Class.

14. **Objections.** Any Class Member who does not timely and validly exclude himself or herself from the Settlement Class may appear and show cause, if he or she has any reason why the proposed Settlement of the Action should not be approved as fair, reasonable and adequate, why a Final Judgment should not be entered thereon, why attorneys' fees and expenses should not be awarded to Class Counsel or Service Awards awarded to the Class Representatives; provided, however, that no Class Member shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, or, if approved, the Final Judgment to be entered thereon approving the same, or any attorneys' fees and expenses to be awarded to Class Counsel or Service Award awarded to the Class Representatives, unless a written objection is filed with the Clerk of the United States District Court for the Western District of Virginia, Poff Federal Building, 210 Franklin Road S.W., Suite 540, Roanoke, VA 24011, on or before sixty (60) days from the Notice Deadline.

15. A copy of the objection must also be mailed to the Settlement Administrator, Class Counsel and Counsel for Wells Fargo, postmarked on or before sixty (60) days from the Notice Deadline.

To be valid, the objection must set forth, in clear and concise terms: (a) the Class Member's name, address, and telephone number; (b) a statement saying that Class Member objects to the

Settlement in *Harlow, et al. v. Wells Fargo Bank, N.A.*, Adv. Pro. No. 20-07028, and describing the nature of the objection; (c) a statement describing whether the Class Member's objection applies only to the Class Member, to a specific subset of the Class, or to the entire Class; (d) the specific grounds for the objection; (e) any legal authority that supports the objection; (f) a list of any persons who will be called to testify at the Final Approval Hearing in support of the objection; and (g) the Class Member's signature.

If a lawyer is asserting an objection on the Class Member's behalf, the lawyer must also: (a) file a notice of appearance with the Court on or before the deadline to object to the Settlement; (b) file a sworn declaration attesting that he or she represents the Class Member; and (c) 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.

Any Class Member who does not make his or her objection in the manner provided shall be deemed to have waived such objection, shall not be permitted to object to any terms or approval of the Settlement Agreement at the Final Approval Hearing, and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement as incorporated in the Settlement Agreement, and to the award of Attorneys' Fees and Expenses to Class Counsel and the payment of Service Awards to the Class Representatives for their representation of the Class, unless otherwise ordered by the Court.

16. **Appearance of Objectors at Final Approval Hearing.** Any Class Member who files and serves a written objection in accordance with Paragraph 14 of this Order may appear, in person or by counsel, at the Final Approval Hearing held by the District Court, to show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable, but only if the

objector: (a) files with the Clerk of the Court a notice of intention to appear at the Final Approval Hearing by the deadline to file an objection to the Settlement (“Notice of Intention to Appear”) indicating that the Class Member (or the Class Member’s attorney) would like to speak at the hearing; and (b) serves the Notice of Intention to Appear on Class Counsel and Defense Counsel by the deadline to file an objection to the Settlement. The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objector will present to the District Court in connection with the Final Approval Hearing. Any Settlement Class Member who does not file a Notice of Intention to Appear in accordance with the deadlines and other specifications set forth in the Settlement Agreement and Class Notice shall not be entitled to appear at the Final Approval Hearing and raise any objections.

17. **Service of Motion for Final Approval.** The motion in support of final approval of the Settlement shall be filed and served no later than thirty (30) calendar days prior to the Final Approval Hearing. Class Counsel’s application for Attorneys’ Fees and Expenses shall be filed and served and placed on the Settlement Website no later than forty (40) days before the Exclusion/Objection Deadline.

18. **Fees, Expenses, and Awards.** Neither Defendant nor the Releasees shall have any responsibility for any application for Attorneys’ Fees and Expenses submitted by Class Counsel, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the Settlement. At or after the Final Approval Hearing, the District Court shall determine whether any application for Attorneys’ Fees and Expenses, and any award to the Class Representatives for their representation of the Class, should be approved.

19. **Releases.** If the Settlement is finally approved, the Releasers shall release the Releasees from all Released Claims.

20. **Use of Order.** Neither this Order, the fact that a settlement was reached and filed, the Settlement Agreement, nor any related negotiations, statements, or proceedings shall be construed as, offered as, admitted as, received as, used as, or deemed to be an admission or concession of liability or wrongdoing whatsoever or breach of any duty on the part of Defendant. This Order is not a finding of the validity or invalidity of any of the claims asserted or defenses raised in the Action.

21. **Adjournment of Final Approval Hearing.** This Court and the District Court reserve the right to adjourn the date of the Final Approval Hearing without further notice to the Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. The District Court may approve the Settlement, with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Class.

22. **Stay of Proceedings.** All proceedings in this Action are stayed until further Order of this Court except as may be necessary to implement the Settlement or comply with the terms of the Settlement Agreement.

23. **Termination of Settlement.** If the Agreement is terminated as provided in Section VIII.E. of the Agreement, then this Order may not be introduced as evidence or referred to in any actions or proceedings by any person or entity and shall be treated as vacated, *nunc pro tunc* (except paragraph 20 of this Order shall remain in effect), and each party shall be restored to his, her, or its respective position in this Action as it existed prior to the execution of the Settlement Agreement.

24. **No Merits Determination.** By entering this Order, the Court does not make any determination as to the merits of this case.

25. **Authority.** The Court hereby authorizes the Parties to take such further steps as necessary and appropriate to establish the means necessary to implement the terms of the Settlement Agreement.

26. **Jurisdiction.** This Court and the District Court retain jurisdiction over the Action to consider all further matters arising out of or connected with the Agreement and the Settlement.

\*\*\* End of Order \*\*\*

<p>Submitted by: <u>/s/Malissa L. Giles</u> Malissa L. Giles (VSB No. 33955) Tracy A. Giles (VSB No. 34594) Giles &amp; Lambert, PC P.O. Box 2780 Roanoke, VA 24001 Tel: (540) 981-9000 mgiles@gileslambert.com</p> <p>Theodore O. Bartholow III (“Thad”)* Texas State Bar No. 24062602 Karen L. Kellett* Texas State Bar. No. 11199520 Kellett &amp; Bartholow PLLC 11300 N. Central Expressway, Ste. 301 Dallas, TX 75243 Tel.: (214) 696-9000 Fax: (214) 696-9001 thad@kblawtx.com kkellett@kblawtx.com</p> <p>Abelardo Limon, Jr.* Texas State Bar No. 1235770 890 W. Price Road Brownsville, TX 78520 Tel: (956) 544-7770 Fax: (956) 544-4949 ALimon@limionlaw.com</p> <p>Counsel for Class Plaintiffs *Admitted Pro Hac Vice</p>	<p>Seen and Agreed: <u>/s/William C. Mayberry</u> William C. Mayberry (VSB No. 33584) Troutman Pepper Hamilton Sanders LLP 301 South College Street, Suite 3400 Charlotte, NC 28202 Tel: (704) 916-1501 E-mail: bill.mayberry@troutman.com</p> <p>Amy Pritchard Williams* Andrew Atkins* Troutman Pepper Hamilton Sanders LLP 301 South College Street, Suite 3400 Charlotte, NC 28202 Tel: (704) 916-1501</p> <p>Michael E. Hastings (VSB No. 36090) Justin E. Simmons (VSB No. 77319) Woods Rogers PLC P.O. Box 14125 Roanoke, Virginia 24011 Phone: (540) 983-7600 Fax: (540) 983-7711 mhastings@woodsrogers.com jsimmons@woodsrogers.com</p> <p>Counsel for Wells Fargo Bank, N.A.</p> <p>*Admitted Pro Hac Vice</p>
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