

*In re Wells Fargo Collateral Protection Insurance Litigation*

Case No. 8:17-ML-2797-AG-KES

Notice of Proposed Settlement of Class Action

**If you were charged for collateral protection insurance on a Wells Fargo auto loan, you could receive a cash payment from a class action settlement.**

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

**IF YOU ARE RECEIVING THIS NOTICE BY MAIL AND THE COVER SHEET INCLUDES YOUR WELLS FARGO LOAN NUMBER, YOU HAVE BEEN IDENTIFIED AS A SETTLEMENT CLASS MEMBER IN A CLASS ACTION SETTLEMENT**

This Notice advises you of the proposed settlement of a class action lawsuit (“Settlement”) originally filed on July 30, 2017 against Wells Fargo Bank, N.A., Wells Fargo & Co. (“Wells Fargo”), National General Holdings Corp., and National General Insurance Company (“National General”) (collectively, “Defendants”) alleging that between October 15, 2005 and September 30, 2016, Defendants unlawfully placed collateral protection insurance (“CPI”) policies on Settlement Class Members’ automobile loan accounts. Under the Settlement, Defendants will distribute *at least* \$393.5 million to Settlement Class Members pursuant to an agreed-upon “Settlement Allocation Plan”<sup>2</sup> and “Settlement Distribution Plan.”<sup>3</sup>

CPI is a type of insurance that Wells Fargo purchased from National General and its predecessors to protect its interest in a borrower’s vehicle. The lawsuit alleges, among other things, that the CPI Policies that Defendants placed on Settlement Class Members’ accounts were duplicative, unnecessary, and overpriced. Wells Fargo and National General deny each and all of the claims and allegations of wrongdoing made by the Plaintiffs.

This Settlement: (1) legally obligates Wells Fargo to compensate Settlement Class Members who had a CPI Policy on their automobile loan account(s) that became effective between October 15, 2005 and September 30, 2016 in accordance with the Settlement Allocation Plan, (2) requires Defendants to make additional payments to Settlement Class Members in accordance with the Settlement Distribution Plan, and (3) gives the United States District Court for the Central District of California jurisdiction to enforce the terms of the Settlement.

The Settlement Class is defined as Wells Fargo Dealer Services (“WFDS”) Customers who had a CPI Policy placed on their Account(s) that became effective at any time between October 15, 2005 and

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<sup>1</sup> All capitalized terms used, but not defined herein, have the same meaning as the terms defined in the Settlement Agreement dated June 6, 2019 (the “Settlement”). The Settlement is posted on [www.WellsFargoCPISettlement.com](http://www.WellsFargoCPISettlement.com).

<sup>2</sup> The Settlement Allocation Plan is posted on [www.WellsFargoCPISettlement.com](http://www.WellsFargoCPISettlement.com).

<sup>3</sup> The Settlement Distribution Plan is posted on [www.WellsFargoCPISettlement.com](http://www.WellsFargoCPISettlement.com).

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September 30, 2016 and Wells Fargo Auto Finance (“WFAF”) Customers who had a CPI Policy placed on their Account(s) that became effective at any time between February 2, 2006 and September 1, 2011. The definition of “Class” and “Settlement Class” excludes Non-Compensable Flat Cancels, as described in question 5 below.

**YOUR LEGAL RIGHTS WILL BE AFFECTED WHETHER YOU ACT OR DO NOT ACT.  
PLEASE READ THIS NOTICE CAREFULLY.**

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>Do Nothing and Join The Settlement</b>	You have been identified as a Settlement Class member. If you do not take any action, you will join the Settlement, and release your claims against Wells Fargo and National General related to any CPI policy(ies) as set forth above.
<b>Settlement Compensation</b>	Under the Settlement, Wells Fargo is paying at least \$386 million to the Settlement Class, and National General will pay \$7.5 million to the Settlement Class, pursuant to the agreed-upon “Settlement Allocation Plan” and “Settlement Distribution Plan.” Additionally, the Settlement Class may be eligible for non-cash compensation under this Settlement, including credit bureau adjustments.
<b>Exclude Yourself</b>	You will not be included in the Settlement Class. If you ask to be excluded, you will retain any rights you may have to sue Defendants, and can pursue your own legal claims against Defendants at your own expense.
<b>Object</b>	Remain in the lawsuit, but write to the Court if you do not approve of any part of the Settlement.

**THESE OPTIONS AND THE DEADLINES TO EXERCISE THEM ARE FURTHER DETAILED IN THIS NOTICE.**

**CONTINUED ON NEXT PAGE**

**Questions? Call 1-877-641-8815 or visit [www.WellsFargoCPISettlement.com](http://www.WellsFargoCPISettlement.com)**

## NOTICE CONTENTS

<b>BASIC INFORMATION.....</b>	<b>4</b>
1. Why am I receiving this notice?	
2. What is this lawsuit about?	
3. Why is this a class action?	
4. What are the reasons for the Settlement?	
<b>THE SETTLEMENT.....</b>	<b>5</b>
5. Who is included in the Settlement Class?	
6. How are the cash payments calculated?	
7. What can I do if I believe my cash payment was not calculated properly?	
8. When will I receive my cash payment?	
9. Do I need to contact anyone to receive a payment?	
10. Will I receive non-cash compensation?	
<b>EXCLUDING YOURSELF FROM THE SETTLEMENT.....</b>	<b>7</b>
11. What do I do if I do not want to receive a payment or be a part of the Settlement?	
12. If I do not request exclusion, can I sue defendants for the same claims later?	
13. If I exclude myself, may I still receive compensation?	
<b>THE LAWYERS REPRESENTING YOU.....</b>	<b>8</b>
14. Do I have a lawyer in this case?	
15. How will the lawyers be paid for their services?	
16. Will Class Representatives receive service awards?	
<b>OBJECTING TO THE SETTLEMENT.....</b>	<b>9</b>
17. How do I inform the Court if I do not approve of the Settlement?	
18. What is the difference between objecting to the Settlement and requesting exclusion?	
<b>THE FINAL APPROVAL HEARING.....</b>	<b>10</b>
19. When and where will the Court decide whether to grant final approval of the Settlement?	
20. Do I have to attend the hearing?	
<b>GETTING MORE INFORMATION.....</b>	<b>10</b>
21. How do I get more information?	

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## BASIC INFORMATION

### 1. Why am I receiving this notice?

A Court authorized this notice because you have a right to know about a proposed Settlement of this class action lawsuit and about your options before the Court decides whether to give final approval to the Settlement. This notice explains the litigation, the Settlement, and your legal rights. Judge Andrew J. Guilford of the United States District Court for the Central District of California is overseeing this case and has exclusive jurisdiction over the Settlement. This litigation is known as *In Re Wells Fargo Collateral Protection Insurance Litigation*, Case No., 8:17-ML-2797-AG-KES.

### 2. What is this lawsuit about?

This lawsuit alleges that Defendants unlawfully placed duplicative, unnecessary, and overpriced CPI policies on Settlement Class Members' Wells Fargo automobile loan accounts during the period October 15, 2005 through September 30, 2016.<sup>4</sup> CPI is a type of insurance that Wells Fargo purchased to cover potential damage to vehicles it held an interest in. Plaintiffs allege that as a result of Defendants' CPI placements, Settlement Class Members suffered financial harm, including wrongful charges, fees, costs, and credit damage.

Defendants deny each and all of the claims and allegations of wrongdoing made by Plaintiffs and deny that they have violated any law or duty that would give rise to liability.

### 3. Why is this a class action?

A class action lawsuit allows a large number of people with a common complaint to sue collectively while being represented by members of the group called the "Named Plaintiffs" or "Class Representatives." In this case, the Named Plaintiffs have brought the suit on behalf of themselves and others with similar claims. Together, all the individuals with similar claims (with the exception of those who request exclusion) are referred to as "Settlement Class Members."

### 4. What are the reasons for the Settlement?

The Court has not decided in favor of the Plaintiffs or Defendants. The parties to this litigation have agreed to the Settlement. By agreeing to the Settlement, the parties avoid the costs, delay, and uncertainty of further litigation, and Settlement Class Members receive the benefits described in this Notice.

As in any litigation, Plaintiffs and the Settlement Class would face an uncertain outcome if they did not agree to the Settlement, and the case could continue for a lengthy period of time. Continuation of the case could result in a judgment greater or lesser than this Settlement. Plaintiffs and Class Counsel believe that this Settlement is fair and reasonable to Settlement Class Members.

Wells Fargo and National General deny 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 or National General with respect to any claim or of any fault, liability, wrongdoing, or damage.

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<sup>4</sup> The Second Amended Complaint can be viewed at [www.WellsFargoCPISettlement.com](http://www.WellsFargoCPISettlement.com).

## THE SETTLEMENT

### 5. Who is included in the Settlement Class?

The “Settlement Class” consists of:

Wells Fargo Dealer Services (“WFDS”) Customers who had a CPI Policy placed on their Account(s) that became effective at any time between October 15, 2005 and September 30, 2016 and Wells Fargo Auto Finance (“WFAF”) Customers who had a CPI Policy placed on their Account(s) that became effective at any time between February 2, 2006 and September 1, 2011. The definition of “Class” and “Settlement Class” excludes Non-Compensable Flat Cancels.

“Non-Compensable Flat Cancels” means: (a) customers who provided proof of Duplicative Insurance Coverage for the entire CPI Placement Period, resulting in a cancellation of the policy in full before the scheduled CPI Billing Date; (b) customers who provided proof of Duplicative Insurance Coverage for the entire CPI Placement Period, resulting in a cancellation of the policy in full on or after the scheduled CPI Billing Date but before the payment due date reflected on the customer’s first periodic statement reflecting any increased monthly payment amount due to the CPI premium; and (c) other customers who provided proof of Duplicative Insurance Coverage for the entire CPI Placement Period, resulting in a cancellation of the policy in full, and who did not pay a Duplicative CPI Premium or Duplicative CPI Interest, who were not assessed Assessed Fees during the CPI Impact Period that were not waived at the time, and who did not experience any negative credit reporting as a result of CPI as set forth in Section III(G) of the Settlement Agreement.

If you received a copy of this notice by mail and the cover sheet includes your Wells Fargo Loan Number, you have been identified as a Settlement Class Member. If you did not receive a copy of this notice by mail, but believe that you are a Settlement Class Member, you can contact the claims administrator, whose information is available at: [www.WellsFargoCPISettlement.com](http://www.WellsFargoCPISettlement.com).

### 6. How are the cash payments calculated?

There is no cap to the total amount of cash payments that will be made under the Settlement. The payments are calculated based on the type of impact that CPI may have had on your account. Under the Settlement Allocation Plan:

If a duplicative CPI Policy was placed on your account, you may have received, or will receive, if applicable, cash compensation for the following items detailed in the Settlement Agreement:

- A refund of the fees assessed to your account during the time period when CPI impacted your account;
- A refund of the insurance premiums you were assessed for duplicative CPI;
- A refund of the interest charges you were assessed for duplicative CPI;
- A payment for the additional interest that accrued on your loan due to the duplicative CPI premiums and interest; and
- A payment to compensate you for your inability to use the above funds elsewhere.

If you resided in Arkansas, Michigan, Mississippi, Tennessee, or Washington when CPI was placed on your account, you may have received, or will receive, if applicable, cash compensation for the following items detailed in the Settlement Agreement:

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- A refund of the fees assessed to your account during the time period when CPI impacted your account;
- A refund of the insurance premiums you were assessed for CPI;
- A refund of the interest charges you were assessed for CPI;
- A payment for the additional interest that accrued on your loan due to CPI premiums and interest; and
- A payment to compensate you for your inability to use the above funds elsewhere.

If you fall into either of the above categories and also experienced a vehicle repossession caused by CPI during the applicable time period, you may have received, or will receive, if applicable the following items detailed in the Settlement Agreement:

- \$4,000 as an estimate for the out-of-pocket transportation and non-transportation expenses you incurred due to the loss of your vehicle;
- A refund of the repossession costs you paid to Wells Fargo;
- A refund of the payments you made on your remaining auto loan balance after the proceeds from your vehicle's sale were applied to your loan (if applicable);
- A waiver for any remaining loan balance after the proceeds from the sale of your repossessed vehicle have been applied to your loan balance and/or Charge-Off Balance;
- The difference in price between what your vehicle sold for at auction and your vehicle's Kelley Blue Book Lender Value at the time of repossession, to the extent that value is greater than your outstanding loan balance (if applicable);
- A payment to provide a tax benefit if you previously had a deficiency balance waived and a 1099-C tax document was filed;
- A payment to compensate you for your inability to use the above funds elsewhere; and
- The option to participate in Wells Fargo's no-cost mediation program if you are not satisfied that the remediation provided is adequate to address your situation.

If you paid for a CPI Policy and do not qualify for compensation under any of the above categories as part of the Settlement Allocation Plan, you will receive a pro rata distribution under the Settlement Distribution Plan. \$6.375 million will be distributed proportionally to Settlement Class Members who do not receive payment under the Settlement Allocation Plan if they paid for a CPI Policy placed on their account, which remained in effect, without reversal, for at least 120 days after the CPI Billing Date. \$2.125 million will be distributed proportionally to all other Settlement Class Members who do not receive payment under the Settlement Allocation Plan if they paid for a CPI Policy placed on their account which remained in effect, without reversal, for less than 120 days after the CPI Billing Date.

**7. What can I do if I believe my cash payment was not calculated properly?**

If you believe that your payment was improperly calculated, you can contact the claims administrator by phone or email and provide your relevant insurance information. If the Settlement Administrator or Wells Fargo determines that your payment was improperly calculated, your payment will be updated, and a new check will be issued.

Additionally, if you are a Settlement Class Member who experienced a CPI-related repossession caused by a Duplicative CPI Policy or a policy issued in Arkansas, Michigan, Mississippi, Tennessee, or Washington when CPI was placed on your account, you may be eligible to participate in no-cost

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mediation with Wells Fargo, in accordance with Section III(F) of the Settlement Agreement, if you are not satisfied with the compensation you receive. To request no-cost mediation, you can contact the claims administrator using the contact information available at [www.WellsFargoCPISettlement.com](http://www.WellsFargoCPISettlement.com), or you can contact Wells Fargo's mediation program directly at 877-241-6571.

#### 8. When will I receive my cash payment?

Wells Fargo already has made some payments to Settlement Class Members. Wells Fargo contemplates that fully effectuating its obligations under the Settlement, including compensation, may take until early 2020, although some payments may take longer to process.

#### 9. Do I need to contact anyone to receive a payment?

No. If you have received this Notice, you do not need to contact anyone to receive a payment as described above.

#### 10. Will I receive non-cash compensation?

In addition to the cash compensation described above, you may have received, or may be eligible to receive, certain credit report adjustments if: (1) either a duplicative CPI Policy was placed on your account or you resided in Arkansas, Michigan, Mississippi, Tennessee, or Washington when CPI was placed on your account, (2) at least one episode of delinquency (defined as account being over 30 days past due) occurred during the period the Settlement Class Member was charged for CPI, and (3) the delinquency was reported to Experian, TransUnion or Equifax.

### EXCLUDING YOURSELF FROM THE SETTLEMENT

#### 11. What do I do if I do not want to receive a payment or be a part of the Settlement?

If you do not want to receive payment or be a part of the Settlement, then you must take steps to request exclusion from the Settlement. Those steps are set forth in paragraph VI(D) of the Settlement Agreement and summarized below.

To request exclusion from the Settlement, you must timely file a letter or other written document with the United States District Court for the Central District of California on or before **October 7, 2019**.

Copies of your request must be sent to Class Counsel at the addresses listed in question 14 below.

Your request for exclusion must include the following information:

1. Your name, address, telephone number, and Wells Fargo loan number; and
2. A statement that "I do not want to be a member of the Settlement Class in *In Re Collateral Protection Insurance Litigation*, Case No., 8:17-ML-2797-AG-KES pending in the United States District Court for the Central District of California. I understand that it will be my responsibility to pursue any claims I may have, if I so desire, on my own and at my expense."; and
3. Your signature.

Your request for exclusion must be specific to yourself. Attempts to exclude multiple individuals as part of single request form are not allowed and shall be of no force or effect.

**Questions? Call 1-877-641-8815 or visit [www.WellsFargoCPISettlement.com](http://www.WellsFargoCPISettlement.com)**

**12. If I do not request exclusion, can I sue defendants for the same claims later?**

No. Unless you request exclusion from the Settlement, you will receive the benefits of the Settlement and will give up the right to sue Defendants for the claims that this Settlement resolves. However, eligible Settlement Class Members will retain their right to participate in no-cost mediation as described in question 7 above.

**13. If I exclude myself, may I still receive compensation?**

If you exclude yourself, you will lose your legal right to enforce the terms of the Settlement Allocation Plan. If you exclude yourself and are eligible for compensation under the Settlement Distribution Plan only<sup>5</sup>, you will lose the right to receive that compensation. Excluding yourself will not obligate you to return payments you may have already received pursuant to Wells Fargo’s CPI Customer Remediation Program, or impact your eligibility to receive future payments under that program.

The Settlement Allocation Plan and the Settlement Distribution Plan are posted on [www.WellsFargoCPISettlement.com](http://www.WellsFargoCPISettlement.com).

**THE LAWYERS REPRESENTING YOU**

**14. Do I have a lawyer in this case?**

Yes. The Court has appointed the following law firms to represent the Settlement Class as “Class Counsel.” You can contact Class Counsel via e-mail at [WellsFargoCPIClassCounsel@baronbudd.com](mailto:WellsFargoCPIClassCounsel@baronbudd.com). They are:

<i>Co-Lead Counsel for Plaintiffs and the Settlement Class</i>	<i>Plaintiffs’ Liaison Counsel</i>	<i>Plaintiffs’ Steering Committee</i>
Roland Tellis David Fernandes, Jr. <b>BARON &amp; BUDD, P.C.</b> 15910 Ventura Boulevard Suite 1600 Encino, CA 91436 Telephone: (818) 839-2333 Roman Silberfeld, David Martinez, Aaron Sheanin, Kellie Lerner, and Benjamin Steinberg <b>ROBINS KAPLAN LLP</b> 2049 Century Park East Suite 3400 Los Angeles, CA 90067 Telephone: (310) 552-0130	David S. Casey, Jr. (SBN 060768) <b>CASEY GERRY SCHENK FRANCAVILLA BLATT &amp; PENFIELD, LLP</b> 110 Laurel Street San Diego, CA Telephone: (619) 238-1811 Facsimile: (619) 544-9232	Eric H. Gibbs <b>GIBBS LAW GROUP LLP</b> 505 14th Street, Suite 1110 Oakland, CA 94612 Telephone: (510)-350-9700 Charles E. Schaffer <b>LEVIN SEDRAN &amp; BERMAN</b> 510 Walnut Street, Suite 500 Philadelphia, PA 19106 Telephone: (215) 592 1500 Paul F. Novak <b>WEITZ &amp; LUXENBERG, P.C.</b> Chrysler House 719 Griswold, Suite 620 Detroit, MI 48226 Telephone: (313) 800-4170

**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.**

<sup>5</sup> See question 6 for a summary of the Distribution Plan

### 15. How will the lawyers be paid for their services?

Class Counsel's attorneys' fees and litigation expenses incurred in connection with prosecuting this lawsuit will be paid by Defendants, as awarded by the Court. The amount awarded by the Court for Class Counsel's attorneys' fees and expenses will not be paid out of the any settlement funds and will not affect the amount of compensation you receive.

In advance of the deadline to file an objection to the Settlement, Class Counsel will file an application for attorneys' fees and costs that will not seek an amount in excess of \$36 million for fees and \$500,000 for costs. Wells Fargo will pay up to \$30 million of any attorneys' fees award as ordered by the Court, and National General will pay up to \$6 million of any attorneys' fees and up to \$500,000 of any costs as ordered by the Court. The application for an award of attorneys' fees and costs will be posted to the case website at [www.WellsFargoCPISettlement.com](http://www.WellsFargoCPISettlement.com).

### 16. Will Class Representatives receive service awards?

In advance of the deadline to file an objection to the Settlement, Class Counsel will file an application for service awards to be paid to each class representative in an amount not to exceed \$7,500 for their work in prosecuting this case. Any service awards ordered by the Court will be paid by Wells Fargo, but will not be paid out of any settlement funds and will not affect the amount of compensation you receive. The application for service awards will be posted to the case website at [www.WellsFargoCPISettlement.com](http://www.WellsFargoCPISettlement.com).

## OBJECTING TO THE SETTLEMENT

### 17. How do I inform the Court if I do not approve of the Settlement?

If you are a member of the Settlement Class, you can object to any part of the Settlement. You can give reasons why you think the Court should not approve it or parts of it. To object, you must timely file a letter or other written document with the Court and submit the same to the claims administrator. Your objection must state all of the following:

1. Your name, address, and telephone number;
2. Your Wells Fargo loan number;
3. A statement saying that you object to the Settlement in *In Re Collateral Protection Insurance Litigation*, Case No., 8:17-ML-2797-AG-KES and describing the nature of your objection;
4. A statement describing whether your objection applies only to yourself, to a specific subset of the Class, or to the entire Class;
5. The specific grounds for your objection; and
6. 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 **October 7, 2019**;
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.

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You (or your attorney) must file your written objection and any additional documents required above with the United States District Court for the Central District of California, and submit the same to the claims administrator (Wells Fargo CPI Settlement Objections, P.O. Box 4990, Portland, OR 97208-4990), on or before **October 7, 2019**.

#### **18. What is the difference between objecting to the Settlement and requesting exclusion?**

Objecting is notifying the Court that you think something about the Settlement is unfair, unreasonable, or inadequate. You can only object to the Settlement if you are a Settlement 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.

### **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 28, 2019** at 10:00 a.m. in Courtroom 10D of the United States Courthouse located at 411 West Fourth Street, Santa Ana, California 92701. The hearing date and time is subject to change. Updates to the date and time will be posted to the case website at [www.WellsFargoCPISettlement.com](http://www.WellsFargoCPISettlement.com).

At the 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 them 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. Settlement Class Members should visit the case website at [www.WellsFargoCPISettlement.com](http://www.WellsFargoCPISettlement.com) to stay updated about the current case status.

#### **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 forth 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 at the case website at [www.WellsFargoCPISettlement.com](http://www.WellsFargoCPISettlement.com). You may also contact the Settlement Administrator by calling the toll free number, 1-877-641-8815, at [info@WellsFargoCPISettlement.com](mailto:info@WellsFargoCPISettlement.com), or by writing to Wells Fargo CPI Settlement, P.O. Box 4990, Portland, OR 97208-4990. You may contact Class Counsel using the contact information provided above in question 14. You will not be charged for contacting Class Counsel.

**Questions? Call 1-877-641-8815 or visit [www.WellsFargoCPISettlement.com](http://www.WellsFargoCPISettlement.com)**