

SUPERIOR COURT OF CALIFORNIA - COUNTY OF ORANGE
(Case No. 03 CC 05747)

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected whether you act or don't act.*

NOTICE OF CLASS ACTION SETTLEMENT

If you were employed by WELLS FARGO HOME MORTGAGE, INC. or WELLS FARGO BANK, N.A. in California and you were a Home Mortgage Consultant at any time during the period between April 18, 1999 and March 15, 2008, you may get money from a class action settlement.

IMPORTANT: YOU MUST SIGN AND MAIL THE ENCLOSED GREEN CLAIM FORM ON OR BEFORE THE DEADLINE, OCTOBER 1, 2008, TO RECEIVE YOUR SHARE OF THE SETTLEMENT.

PLEASE READ THIS NOTICE CAREFULLY.

WHAT THIS NOTICE CONTAINS

- I. What is the Purpose of this Notice? Page 1
- II. Why do Plaintiffs Seek Settlement Approval? Page 2
- III. What is Wells Fargo's Position on this Settlement?..... Page 2
- IV. Why did I get this Notice? Page 2
- V. Who are the Parties in the Class Action? Page 2
- VI. Who are the Attorneys Representing the Parties? Page 2
- VII. Is there a Trial Date set for this Class Action?..... Page 3
- VIII. What is the Proposed Settlement?..... Page 3
- IX. What are my Rights with Regard to this Matter?..... Page 3
- X. How Much Money will I get if I make a Proper Claim and do not Opt Out? Page 4
- XI. Additional Important Information..... Page 5
- XII. Who can I Contact if I have Further Questions?..... Page 5

I. What is the Purpose of this Notice?

The purpose of this notice is to let you know that there is a class action lawsuit pending in the Superior Court of California for the County of Orange and you may be a member of the Class. This lawsuit is brought by Plaintiff Robert Sylvia and Plaintiff Mickey Jumapao in the Superior Court of California for the County of Orange, Case No. 03 CC 05747 ("the Lawsuit"). The Lawsuit alleged that WELLS FARGO HOME MORTGAGE, INC., now known as WELLS FARGO HOME MORTGAGE, A DIVISION OF WELLS FARGO BANK, N.A. ("Wells Fargo"), had in place a policy by which it unlawfully failed to fully reimburse its employees for the reasonable business expenses they incurred and made unlawful deduction from wages.

There was a mediation on January 15, 2008, during which the Parties to the Lawsuit agreed to settle the matter on a class basis. **This Settlement supersedes any earlier rulings on class certification in the Lawsuit, so even if you previously requested exclusion from the Lawsuit, that request for exclusion is no longer effective and you have the option now whether to participate as a Settlement Class Member.**

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1 1 1 *****AUTO**SCH 3-DIGIT 900
SAMPLE A. SAMPLE
1234 FIRST STREET
LOS ANGELES, CA 90003-2042

On June 26, 2008, in Department CX-102 of the California Superior Court in the County of Orange, the Court held a hearing in which it approved the Parties' motion for a court order that does the following:

- 1.) temporarily and conditionally certifies the Class Action for settlement purposes only;
- 2.) grants preliminary Court approval of the proposed Settlement;
- 3.) grants Court approval of this notice, which includes setting a schedule and procedure for filing claim forms and exclusion notices; and
- 4.) schedules a Final Fairness Determination Hearing for final Court approval of the Settlement for October 30, 2008, at 1:30 p.m. in Dept. CX-102 of the California Superior Court in the County of Orange, Complex Division, located at 751 West Santa Ana Blvd., Santa Ana, California 92701.

II. Why do Plaintiffs Seek Settlement Approval?

Plaintiffs seek approval of the Settlement because they have reached a proposed Settlement with Wells Fargo that they believe to be fair, reasonable, adequate, and in the best interests of the members of the Class and all parties.

III. What is Wells Fargo's Position on this Settlement?

Wells Fargo views this Settlement as a compromise. The company is not admitting to the allegations in the case and continues to deny all the allegations of wrongdoing in the Lawsuit. Wells Fargo further reserves the right to object to all claims if the Settlement fails for any reason. The Court file has the Settlement documents with more information on the Lawsuit.

IV. Why did I get this Notice?

You received this notice because Wells Fargo's records identify you as member of the Settlement Class, meaning that you worked in California as a Home Mortgage Consultant ("HMC") at some point between April 18, 1999 and March 15, 2008 (the "Class Period"). Even if you opted out of the action upon receiving notice of the previous class certification, you are still part of the Settlement Class unless and until you request exclusion from the Settlement (discussed below).

V. Who are the Parties in the Class Action?

Robert Sylvia and Mickey Jumapao are the Plaintiffs in this Class Action and are the Class Representatives, pursuing this action on behalf of themselves and on behalf of all similarly situated current and former Wells Fargo HMCs employed during the period from April 18, 1999 through March 15, 2008.

Wells Fargo is the Defendant.

VI. Who are the Attorneys Representing the Parties?

Counsel for Plaintiffs and Class Members

Timothy D. Cohelan, Isam C. Khoury,
Michael D. Singer, Diana M. Khoury
COHELAN & KHOURY
605 "C" Street, Suite 200
San Diego, CA 92101
Phone: (619) 595-3001/ Fax: (619) 595-3000

Michael J. Procopio
LAW OFFICES OF MICHAEL J. PROCOPIO
2677 North Main Street, Suite 860
Santa Ana, CA 92705
Phone: (714) 541-1550/Fax: (714) 541-1770

Counsel for Defendant, Wells Fargo

Thomas R. Kaufman
Sheryl L. Skibbe
SEYFARTH SHAW LLP
2029 Century Park East, Suite 3300
Los Angeles, CA 90067-3063
Phone: (310) 277-7200/Fax: (310) 201-5219

[COMPLETE THIS FORM ONLY IF YOU CHOOSE TO NOT PARTICIPATE IN THIS SETTLEMENT]

**REQUEST FOR EXCLUSION FROM CLASS ACTION SETTLEMENT
(TO OPT OUT OF THE CLASS SETTLEMENT)**

In the Matter of *Sylvia v. Wells Fargo*
Superior Court of California – County of Orange, Case No. 03 CC 05747

INSTRUCTIONS:

TO OPT OUT OF THE SETTLEMENT, YOU MUST COMPLETE, SIGN AND MAIL THIS FORM BY FIRST-CLASS U.S. MAIL OR EQUIVALENT, POSTAGE PAID, POSTMARKED ON OR BEFORE OCTOBER 1, 2008, ADDRESSED AS FOLLOWS:

Sylvia v. Wells Fargo Claims Administrator
c/o Rust Consulting, Inc.
P.O. Box 329
Minneapolis, MN 55440-0329

Please fill in all of the following information (type or print):

 00009999
000001
SAMPLE A. SAMPLE
1234 FIRST STREET
LOS ANGELES, CA 90003-2042

Name/Address Corrections:

(_____) _____ - _____
Home Telephone No.
(_____) _____ - _____
Work/Cell Telephone No.

_____-_____-_____
Last 4 Digits of Social Security No. (required)

Former Names (if any)

IT IS STRONGLY RECOMMENDED THAT YOU RETAIN PROOF OF MAILING THIS FORM POSTMARKED ON OR BEFORE OCTOBER 1, 2008.

I [insert your name] _____ wish to be excluded from the settlement class in *Sylvia v. Wells Fargo*, Superior Court of California – County of Orange, Case No. 03 CC 05747. I understand I will not receive money from the class Settlement.

I further verify that the following is true: my name, address and other contact information are accurately set forth above. I received and read the Notice of Class Action Settlement that was sent to me along with this form. I understand that by signing this form, I voluntarily choose to "opt out" of the proposed Settlement of this Class Action. I understand that by opting out, I may not accept any money allocated for me in the proposed Settlement. On the other hand, I also understand that if I wish to assert any claims related to those set forth in this Lawsuit, I will have to do so separately. I understand that any such claims are subject to strict time limits, known as statutes of limitations, which restrict the time within which I may file any such action. I understand that I should consult with an attorney if I wish to obtain advice regarding my rights with respect to this Settlement or my choice to opt out of the Settlement. I have not been coerced by anyone to opt out of this Class Action, and I choose to opt out of my own free will.

I declare under penalty of perjury that the foregoing is true and correct.

Signature

Print Name

_____/_____/_____
Date

Questions? Call Toll-Free: 1-866-903-0634
Postmark Deadline: October 1, 2008

VII. Is there a Trial Date set for this Class Action?

Trial was set for April 14, 2008, but that trial date was vacated upon the tentative settlement of this action. There is no trial date set at this time.

VIII. What is the Proposed Settlement?

Wells Fargo agreed to pay a maximum Settlement Amount of up to \$10,000,000 to the approximately 6,600 members of the Settlement Class. This sum includes payment of all expenses and fees of the Claims Administrator which is anticipated to be no more than \$105,000, an enhancement not to exceed \$35,000 in total (\$30,000 for Plaintiff Robert Sylvia and \$5,000 for Mickey Jumapao) as an incentive payment for their prosecution of the case and risks they have undertaken as Class Representatives, attorneys' fees of up to thirty percent (30%) of the Settlement Amount and litigation expenses estimated at \$50,000, as approved by the Court.

The following is a summary of the Settlement provisions. The specific and complete terms of the proposed Settlement are stated in the Stipulation of Settlement and Release Between Plaintiffs and Defendant Wells Fargo ("Settlement Agreement"), a copy of which is filed with the Clerk of the Court.

Settlement Payment. Wells Fargo has agreed to pay all valid and timely claims through the Claims Administrator in accordance with the terms of the Settlement Agreement, after Final Approval of the Class Action Settlement. These Settlement Payments will be distributed approximately fifteen (15) days after the effective date of the Final Approval, which will be the day of Final Approval itself if there are no objections to the Settlement, and will be the date that the order granting Final Approval becomes a final judgment, if a party unsuccessfully objects to the Settlement.

After the deduction of the Court-approved expenses from the Settlement Amount, the remaining sum ("net settlement amount"), estimated at \$6,810,000, will be available to pay each member of the Settlement Class who submits a valid and timely Claim Form ("Qualified Claimant") his or her proportional share of the net settlement amount based on the number of weeks he or she worked during the Class Period in relation to the total number of weeks worked by all Settlement Class Members during the Class Period, as compensation for the allegedly unlawful wage deductions and failure to pay reasonable business expenses.

IX. What are my Rights with Regard to this Matter?

If you fit the description of a Class Member, you have four options. Each option has its own consequences, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, follows.

A. Option One. Participation as a Class Member.

To get money from the Settlement you **must** complete the enclosed green "CLAIM FORM", **sign it** under penalty of perjury, and return it to Sylvia v Wells Fargo Claims Administrator, c/o Rust Consulting, Inc., at P.O. Box 329, Minneapolis, MN 55440-0329, **postmarked on or before October 1, 2008.**

It is strongly recommended that you retain proof of your timely mailing until receipt of your Settlement Payment.

Class Counsel, appointed and approved by the Court for settlement purposes only, will represent you. The Claims Administrator will process the Claim Form and send you a check at a later date. If you exercise this option, you will release your right to sue Wells Fargo, individually, for claims based on the factual allegations in the *Sylvia* complaint arising up to the date of preliminary approval of the Settlement. The details of that release are set forth in the attached green Claim Form you received with this notice.

If you fail to timely return a completed and signed green Claim Form, you will not receive any money from the Settlement and you will not be permitted to assert any claims based on the allegations in the Class Action.

B. Option Two. You can do Nothing.

You are not obligated to take any action in response to this notice. However, if you take no action, you will receive no money in this Lawsuit, but you will effectively release claims against Wells Fargo in the same manner as if you had made a claim. The amount of your claim will either be retained by Wells Fargo or will be redistributed to other Class Members who make claims, depending on the total amount of the net settlement amount which is claimed.

C. Option Three. You can Exclude Yourself from (Opt Out of) the Settlement.

If you do not wish to participate in or be bound by the Settlement, you must mail the enclosed Request for Exclusion Form to the Claims Administrator, Rust Consulting, Inc., at the address provided below. This request for Exclusion must be signed and dated, with the last four digits of your Social Security number inserted. The mailing must be **postmarked on or before October 1, 2008.**

If you request exclusion, you will neither receive any money from the Settlement, nor will you be considered to have released your claims alleged in the Class Action. If you request exclusion from the Class Action Settlement, you may not pursue any recovery under the Class Action Settlement. You may, however, pursue other remedies separate and apart from the Class Action Settlement that may be available to you.

Do not return both a Claim Form and a Request for Exclusion Form. Should you do so, both documents will be deemed defective, and the Claims Administrator will contact you to request you clarify whether you want to make a claim or request exclusion. In addition, if you fail to cure this defect in a timely manner, you will be deemed to have neither made a claim, nor to have requested exclusion (i.e., Option Three above).

D. Option Four. You may Object to the Settlement.

If you are a Class Member, and you do not exclude yourself from the Settlement Class (opt out), you may object to the Settlement before Final Approval of the Settlement by the Court. If you choose to object to the Settlement, you may enter an appearance *in propria persona* (meaning you choose to represent yourself), or through an attorney that you hire and pay for yourself.

In order to object to the Settlement, or any portion of it, you must file and serve any such written objection on or before **October 1, 2008.** Objections must be timely filed in the Superior Court of California in the County of Orange, 751 West Santa Ana Blvd., Santa Ana, California 92701, and timely served on the attorneys for Plaintiffs and the attorneys for Defendant, to be considered by the Court. If you intend to object to the Settlement, but wish to receive your share of the Settlement Proceeds, ***you must timely return the enclosed green Claim Form as indicated herein.*** If the Court approves the Settlement despite any objections and you have not returned the enclosed Claim Form, you will NOT receive your share of the Settlement Proceeds.

The judgment will bind all Settlement Class Members who do not request exclusion. Any member who does not request exclusion may, if the member so desires, enter an appearance through his or her own lawyer.

X. **How Much Money will I get if I Make a Proper Claim and do not Request Exclusion?**

It is presently estimated that you will receive about \$15.25 for each workweek that you worked as an HMC in California for Wells Fargo. To determine what you would receive under this Settlement, you would multiply this weekly rate by the number of weeks you worked during the Class Period, shown on the enclosed green Claim Form, in Section 2.A, and as reflected in Wells Fargo's company records. However, to the extent that less than 63% of the net settlement amount is claimed, Wells Fargo will proportionately increase the size of each Class claimant's claim so that the total paid to all Class claimants equals 63% of the net settlement amount.

4. **RELEASE**

Upon final approval by the Court, the Settlement Class, and each Class Member who has not submitted a timely and valid Request for Exclusion Form will release Wells Fargo and any parent, subsidiary, affiliate, predecessor or successor, and all agents, employees, officers, directors and attorneys thereof, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action contingent or accrued for, or which relate to the allegations and claims asserted in the Lawsuit, including without limitation, claims under the IWC Wage Orders, California Labor Code or Business & Professions Code (including Sections 17200, 17203, and 17204) and, more specifically, Labor Code sections 201, 202, 203, 221, 226, 2699, and 2802; claims for restitution and other equitable relief, liquidated damages, punitive damages, waiting time penalties, penalties of any nature whatsoever, any other benefit claimed on account of the allegations asserted in the Lawsuit and arising at any time from April 18, 1999 through the date of preliminary approval of the settlement.

I declare under penalty of perjury that the foregoing is true and correct and that I was employed by Wells Fargo in California as an HMC at some point during the period from April 18, 1999 through March 15, 2008. My name and current contact information are set forth above.

Signature

Print Name

____/____/____
Date

For end-of-the-year tax reporting, you must also date, sign and return the W-9 form below.

Tax Payer Identification Number	
Enter your Social Security Number (SSN) or Employer Identification Number (EIN):	
<input type="text"/> <input type="text"/> <input type="text"/> -- <input type="text"/> <input type="text"/> -- <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> -- <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
SSN	OR Employer Identification Number:
Print the name as shown on your income tax return if different from SAMPLE A. SAMPLE	
Certification	
Under penalties of perjury, I certify that:	
1. The Social Security number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and	
3. I am a U.S. person (including a U.S. resident alien).	
_____ W-9 Signature	_____ W-9 Signature Date
Note: If you have been notified by the IRS that you are subject to backup withholding, you must cross out item 2 above. The IRS does not require your consent to any provision of this document other than this Form W-9 certification to avoid backup withholding.	



4. RELEASE

Upon final approval by the Court, the Settlement Class, and each Class Member who has not submitted a timely and valid Request for Exclusion Form will release Wells Fargo and any parent, subsidiary, affiliate, predecessor or successor, and all agents, employees, officers, directors and attorneys thereof, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action contingent or accrued for, or which relate to the allegations and claims asserted in the Lawsuit, including without limitation, claims under the IWC Wage Orders, California Labor Code or Business & Professions Code (including Sections 17200, 17203, and 17204) and, more specifically, Labor Code sections 201, 202, 203, 221, 226, 2699, and 2802; claims for restitution and other equitable relief, liquidated damages, punitive damages, waiting time penalties, penalties of any nature whatsoever, any other benefit claimed on account of the allegations asserted in the Lawsuit and arising at any time from April 18, 1999 through the date of preliminary approval of the settlement.

I declare under penalty of perjury that the foregoing is true and correct and that I was employed by Wells Fargo in California as an HMC at some point during the period from April 18, 1999 through March 15, 2008. My name and current contact information are set forth above.

Signature

Print Name
_____/_____/_____
Date

For end-of-the-year tax reporting, you must also date, sign and return the W-9 form below.

Tax Payer Identification Number	
Enter your Social Security Number (SSN) or Employer Identification Number (EIN):	
<input type="text"/> <input type="text"/> <input type="text"/> -- <input type="text"/> <input type="text"/> -- <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> -- <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
SSN	OR Employer Identification Number:
_____ Print the name as shown on your income tax return if different from SAMPLE A. SAMPLE	
Certification	
Under penalties of perjury, I certify that:	
1. The Social Security number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and	
3. I am a U.S. person (including a U.S. resident alien).	
_____ W-9 Signature	_____ W-9 Signature Date
Note: If you have been notified by the IRS that you are subject to backup withholding, you must cross out item 2 above. The IRS does not require your consent to any provision of this document other than this Form W-9 certification to avoid backup withholding.	

XI. Additional Important Information.

You will get your share of the Settlement Proceeds only if you return a signed and dated Claim Form **postmarked on or before October 1, 2008.**

It is your responsibility to **ensure that the Claims Administrator has received** your timely Claim Form. You may contact the Claims Administrator at the toll-free number listed at the bottom of each page to confirm it has been timely received.

It also is your responsibility to **keep a current address on file** with the Claims Administrator to ensure that you receive your Settlement Payment should the Court order Final Approval of the Settlement.

It is also important to note that Wells Fargo will not, in any manner, retaliate against any person for participating in this Class Action or for making a claim to receive his or her share of the Settlement Proceeds described above.

XII. Who can I Contact if I have Further Questions?

The Court-appointed Administrator for this Class Action Settlement is as follows:

Sylvia v. Wells Fargo Claims Administrator
c/o Rust Consulting, Inc.
P.O. Box 329
Minneapolis, MN 55440-0329
1-866-903-0634

If you have questions, you may call the Claims Administrator toll-free at 1-866-903-0634. Ask about the *Sylvia v. Wells Fargo* Class Settlement. You may also call any of the attorneys for Plaintiffs listed in Section VI above

PLEASE DO NOT CALL THE COURT.

