

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS
AT TOPEKA

JIN NAKAMURA,

Plaintiff,

v.

WELLS FARGO BANK, NATIONAL ASSOCIATION
d/b/a WELLS FARGO DEALER SERVICES, INC.,

Defendant.

Case No. 5:17-cv-04029

You Are Eligible for Payment from a Class Action Settlement.

A federal court authorized this notice. This is not a solicitation from a lawyer.

- A settlement has been reached in a class action lawsuit alleging, among other things, that Wells Fargo repossessed military customers' motor vehicles in violation of the Servicemembers Civil Relief Act, 50 U.S.C. §§ 3901, *et seq.*, the Utah Consumer Sales Practices Act, and claims for conversion and negligence.
- The Settlement provides payments to servicemembers who, before the servicemember entered military service, paid a deposit or installment on a motor vehicle loan originated, acquired, and/or serviced by Wells Fargo Bank, N.A., its predecessors, successors, subsidiaries, and assigns ("Wells Fargo"), and whose motor vehicle subject to the loan was repossessed by Wells Fargo while the servicemember was in active military service without a court order or a waiver pursuant to the Servicemembers Civil Relief Act, 50 U.S.C. 3918, authorizing the repossession between January 1, 2006, and December 31, 2017, and have not already released their claims.
- Wells Fargo denies each and all of the claims and allegations of wrongdoing made by the Plaintiff.
- Your legal rights will be affected whether you act or do not act. Please read this notice carefully.

Summary of Your Legal Rights and Options in this Settlement

Do Nothing and Get a Payment Automatically	You have been identified as a class member, so you do not need to do anything to receive a payment. You will be mailed a check if the Court approves the Settlement and it becomes final. You will receive your share of the Settlement and the claims made on your behalf in this case against Wells Fargo will be released.
Exclude Yourself	You will receive no benefit from the Settlement. You can pursue your own legal claims against Wells Fargo at your own expense.
Object	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.
- The Court and Judge assigned to this case still have to decide whether to give final approval of the Settlement. If the Court grants final approval and any appeals are resolved, payments will be issued to those who qualify.

**QUESTIONS? CALL 1-888-418-0323 OR VISIT
WWW.WELLSFARGOMILITARYSETTLEMENT.COM**

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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 Daniel D. Crabtree of the United States District Court for the District of Kansas is overseeing this case. This litigation is known as *Nakamura v. Wells Fargo Bank, National Association d/b/a Wells Fargo Dealer Services, Inc.*, Case No. 5:17-cv-04029. The person who initiated the litigation is called the “Named Plaintiff” or “Class Representative.” Wells Fargo Bank, National Association is the “Defendant.”

2. What is this litigation about?

Plaintiff alleges, among other things, that between January 1, 2006, and December 31, 2017, Wells Fargo repossessed customers’ motor vehicles without a court order while the customers were in military service, in violation of the Servicemembers Civil Relief Act, 50 U.S.C. §§ 3901, *et seq.*, and numerous state consumer protection statutes. Plaintiff also alleges common law conversion, negligence, and credit defamation as alleged in Plaintiff’s First Amended Complaint, and proposed Second Amended Complaint.

The First Amended Complaint can be viewed at www.WellsFargoMilitarySettlement.com. Wells Fargo denies each and all of the claims and allegations of wrongdoing made by the Plaintiff and denies that it has violated any law or duty.

3. Why is this a class action?

A class action lawsuit allows a large number of people with a common complaint in a matter to sue collectively while being represented by a member of the group called the “Named Plaintiff” or “Class Representative.”

In this case, Jin Nakamura, a military customer of Wells Fargo, has brought the suit on behalf of himself and any other people with similar claims. Together, all the individuals with similar claims (with the exception of those who request exclusion) are referred to as members of the “Settlement Class.”

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiff or Wells Fargo. The parties have agreed to a Settlement.

By agreeing to the Settlement, the parties avoid the costs and uncertainty of a trial, and Settlement Class members receive the benefits described in this notice. The proposed Settlement does not mean that any law was broken or that Wells Fargo did anything wrong. Wells Fargo denies all claims and allegations made in this case.

The Class Representative and his lawyers believe the proposed Settlement is best for everyone who may be affected by the alleged unlawful motor vehicle repossessions.

The Settlement

5. Who is included in the Settlement?

The “Settlement Class” is defined as:

All servicemembers who, before the servicemember entered military service, paid a deposit or installment on a motor vehicle loan originated, acquired, and/or serviced by Wells Fargo Bank, N.A., its predecessors, successors, subsidiaries, and assigns (“Wells Fargo”), and whose motor vehicle subject to the loan was repossessed by Wells Fargo while the servicemember was in active military service without a court order or a waiver pursuant to the Servicemembers Civil Relief Act, 50 U.S.C. 3918, authorizing the repossession between January 1, 2006, and December 31, 2017, and have not already released their claims.

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6. How much will my payment be?

Wells Fargo will pay to the Gross Settlement Fund five million one hundred and twenty-five thousand dollars (\$5,125,000). The Gross Settlement Fund, less any Court-awarded incentive award to the Class Representative, shall constitute the Net Settlement Fund. The Class Representative will not request more than 1.5% of the Gross Settlement Fund, and the Court may award less than that amount.

The Net Settlement Fund will be distributed to the Settlement Class members on a *pro rata* basis, meaning that each of the approximately 410 Settlement Class members will receive an equal share of the Net Settlement Fund, or about \$12,300 to each Settlement Class member, or slightly more if the Class Representative is awarded less.

7. Will I receive additional money from the DOJ/OCC settlement?

Wells Fargo previously entered into consent orders with the Department of Justice (“DOJ”) and the Office of the Comptroller of the Currency (“OCC”) in connection with allegations similar to those in this lawsuit. Wells Fargo agreed under those orders to provide monetary and non-monetary relief to certain affected military customers. If you previously received payment from Wells Fargo under the DOJ/OCC settlement, you may keep that payment and also receive payment from this Settlement. If you have not received payment from Wells Fargo under the DOJ/OCC settlement, you may be eligible to receive that payment in addition to payment from this Settlement. Payment under the DOJ/OCC settlement will be made from a separate fund established by Wells Fargo pursuant to the DOJ and OCC consent orders and will be made in accordance with the terms of those orders.

More detailed information regarding the DOJ/OCC settlement can be found in the DOJ and OCC consent orders, which can be viewed at the case website www.WellsFargoMilitarySettlement.com.

8. How can I determine when I will receive payment?

The Settling Parties shall use a mailing protocol that maximizes the likelihood that Settlement payments are received and successfully deposited if the Court grants the final approval of the Settlement. Settlement Class members who are entitled to payments will receive their payments by mailed check. Payments will be issued only after the Court grants final approval of the Settlement and after any appeals are resolved. If there are appeals, resolving them can take time. Please check the case website for the status of the Settlement.

9. What do I have to do to receive payment?

Nothing. Payments will be issued as described in Section 8 above.

Excluding Yourself from the Settlement

10. What do I do if I do not want to receive a payment from the Settlement?

If you do not want to receive payment from the Settlement, then you must take steps to request exclusion from the Settlement. Those steps are set forth in paragraph VII.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 District of Kansas on or before April 30, 2019, 5:00 p.m. CDT. Copies of your request must be sent to Class Counsel at the addresses listed below in question 13.

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 Settlement Class in *Nakamura v. Wells Fargo Bank, National Association d/b/a Wells Fargo Dealer Services, Inc.*, No. 5:17-cv-04029 pending in the United States District Court for the District of Kansas. 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;
3. Your signature acknowledged by a Notary Public.

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11. If I do not request exclusion, can I sue Wells Fargo for the same claims later?

No, you cannot. Unless you request exclusion from the Settlement, you give up the right to sue Wells Fargo for the claims that this Settlement resolves. More detail regarding the claims you are giving up can be found in the Settlement Agreement posted on the case website at www.WellsFargoMilitarySettlement.com. You must exclude yourself from the Settlement Class in order to maintain your own lawsuit or participate in another lawsuit.

12. If I exclude myself, can I still receive a payment?

No, you will not receive a payment if you request exclusion from the Settlement.

The Lawyers Representing You

13. Do I have a lawyer in this case?

The Court has appointed the following lawyers to represent all Settlement Class members as “Class Counsel”:

Rex A. Sharp Ryan C. Hudson Scott B. Goodger REX A. SHARP, P.A. 5301 W. 75th Street Prairie Village, Kansas 66208	Bryce B. Bell Mark W. Schmitz BELL LAW, LLC 2600 Grand Blvd., Suite 580 Kansas City, Missouri 64108	A. Scott Waddell WADDELL LAW FIRM LLC 2600 Grand Blvd., Suite 580 Kansas City, Missouri 64108
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You may contact these lawyers by mail, or by email to sgoodger@midwest-law.com, or by telephone at 913-652-9731. 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’s attorneys’ fees and expenses incurred in connection with prosecuting the Action will be paid by Wells Fargo, 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 Settlement Fund and will not affect the amount of the payment you receive.

Objecting to the Settlement

15. 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. To object, you must timely file a letter or other written document with the Court stating all of the following:

1. Your name, address, and telephone number;
2. A statement saying that you object to the Settlement in *Nakamura v. Wells Fargo Bank, National Association d/b/a Wells Fargo Dealer Services, Inc.*, Case No. 5:17-cv-04029;
3. The reasons you are objecting to the Settlement, with supporting documentation, if applicable; and
4. Your signature acknowledged by a Notary Public.

You (or your attorney) must file your written objection with the United States District Court for the District of Kansas on or before April 30, 2019, 5:00 p.m. CDT. Copies of your request must be sent to Class Counsel at the addresses listed above in question 13.

Any award or payment of attorneys' fees made to the counsel of an objector to the Settlement shall be made only by Court order and upon a showing of substantial benefit conferred to the Class. In determining any such award of attorneys' fees to an objector's counsel, the Court will consider the incremental value to the Class caused by any such objection. Any award of attorneys' fees by the Court will be conditioned on the objector and his or her attorney stating under penalty of perjury that no payments shall be made to the objector based on the objector's participation in the matter other than as ordered by the Court.

16. 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 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

17. When and where will the Court decide whether to grant final approval of the Settlement?

The Court has scheduled a Final Approval Hearing on May 15, 2019, at 9:00 a.m. in Courtroom 476 of the Robert J. Dole United States Courthouse located at 500 State Avenue, Kansas City, Kansas 66101. The hearing date and time is subject to change. Updates to the date and time will be posted to the case website at www.WellsFargoMilitarySettlement.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 Incentive Award. If there are timely and complete objections, the Court will consider them at the hearing as well.

After the hearing, a decision will be made whether to grant final approval of the Settlement, but it is not known at this time how long it will take for the Court to decide. Class members should visit the case website at www.WellsFargoMilitarySettlement.com to stay updated about the current case status.

18. Do I have to attend the hearing?

Attending the hearing is not required, but you are welcome to attend at your own expense.

If you filed a timely and complete objection, you (or your attorney) do need to attend the hearing to discuss its validity. Failure to do so will be deemed a waiver of the objection absent a showing of hardship preventing attendance.

Getting More Information

19. How and where can I get more detailed information?

This notice is a summary of the proposed Settlement. More detail regarding the terms of the Settlement can be found in the Settlement Agreement posted on the case website at www.WellsFargoMilitarySettlement.com. You may also contact the Settlement Administrator by calling the toll-free number, 1-888-418-0323, or by writing to Wells Fargo Military Settlement Administrator, P.O. Box 2590, Portland, OR 97208-2590. You may contact Class Counsel at 913-652-9731 or at sgoodger@midwest-law.com. You will not be charged for contacting Class Counsel.